

INVESTIGATION BY THE COMMITTEE ON NAVAL AFFAIRS.

TESTIMONY

TAKEN BY

THE COMMITTEE ON NAVAL AFFAIRS.

APRIL 27, 1876.—Ordered to be printed.

PHILADELPHIA NAVY-YARD.

WASHINGTON, D. C., February 25, 1876.

GEORGE H. PREBLE sworn and examined.

By the CHAIRMAN:

Question. State your position in the United States Navy, and where you have been employed in the last three or four years?—Answer. I am a commodore in the United States Navy. During the last four years I spent three of them at the Boston navy-yard in command of the naval rendezvous recruiting service, and then was detached from that to write a history of the Boston yard, and immediately after being restored to my position, by promotion, I was sent to the Philadelphia yard and remained there until it was broken up and removed to League Island.

Q. I will call your attention to certain points upon which I wish your opinion and information. First, do you know anything about the different bureaus making purchases in excess of the requirements of the service, or of articles not asked for by the proper officers of the different yards?—A. I do not know anything about the purchases. The purchases for the Philadelphia yard were all made on orders from Washington, and I received orders to receipt for the articles we received; whether they were in excess of the wants of the service I do not know. I should say that some of them might be in excess of the immediate wants, but I do not know.

Q. The purchases for the Philadelphia yard were made by the bureaus at Washington?—A. Yes, sir; all the purchases were made at Washington except some trivial articles, and they were all made with the approval of the bureau at Washington. No requisition was passed unless it was approved by the bureau, and all the large purchases were made from there and sent on.

Q. A large amount of the purchases was made before any previous requisition of the yard?—A. Yes, sir.

Q. I call your attention in that regard particularly to the item of ship-knees.—A. There was a requisition sent up to me by Mr. Hoover, then assistant constructor, for five hundred ship-knees to be delivered at League Island. I sent for him and told him that I didn't know what use they could be there, and that I could not approve the requisition; that I would forward it to the bureau and they might act their pleasure about it. He said that he had some private letter about it, which I told him I didn't want to see. I forwarded the requisition to the bureau without my approval and stated why I withheld it. It came back with the approval of the chief of the bureau stating that the Department intended to build a ship there shortly. The knees were delivered in accordance with the requisition.

Q. The constructor told you that he had a private letter?—A. The assistant constructor, Mr. Hoover, who had charge of the construction department of the yard then, said that he had some private letter. I told him that I didn't want to see it; it was from some party in Washington. I asked him what he wanted with the knees; he said he didn't know. He apparently did not know what they were wanted for, but he had some private directions to purchase them.

Q. Where is Mr. Hoover now?—A. He is at League Island.

Q. Who supplied those ship-knees?—A. I do not recollect. I heard that it was a Mr.

Savage, but I am not certain about that. I was told it was some old contractor who has had contracts with the Government for a great many years, but I do not recollect his name.

Q. Have you any information as to who was the partner of Mr. Savage in that transaction?—A. No, sir; I only know that it didn't seem to me necessary to purchase white-oak knees and I therefore withheld my approval. I never approved the requisition, and it came back approved by the Chief of the Bureau of Construction, and the knees were delivered.

Q. State your reasons why the knees were not necessary?—A. I think I have stated them already. League Island will not be in a condition to do any work there for two or three years, even with very liberal appropriations, and I did not see the necessity for purchasing those knees.

Q. Were there any ship-knees at the Philadelphia yard at the time?—A. Yes, sir; I do not know how many, but I should think enough for present use.

Q. Do you know of any other contract than the one you have mentioned in relation to ship-knees?—A. No, sir.

Q. Do you know of any contract for the delivery of ship-knees made with a firm at Baltimore?—A. No, sir.

Q. Or with any firm of which Orvil Grant is partner or agent?—A. No, sir; I have never seen Orvil Grant; I heard that he was in the yard several times in the constructor's office, but I never saw him. I would not know whether he furnished articles, as the names of the members of the firms are not stated; the contracts never come to me.

Q. Do you know of any other articles purchased, not required for any present use or purpose of the Government at League Island or Philadelphia? I understood you to say that a large quantity of the purchases originated with the bureaus here?—A. Yes, sir; I had nothing to do with them except to approve the bills.

Q. State the power and control of the commandant over the purchases and expenditures at the yard?—A. In cases where a regular contract is made, he has nothing to do but to approve bills.

Q. His duties are simply executive?—A. Yes, sir.

Q. As to the second branch of my inquiry, I will ask you do you know anything in relation to the expenditures of money for other purposes than that for which the appropriation is made by Congress, anything of the illegal or improper transfer of funds from one bureau to another?—A. I do not know anything about that; I have never inquired into it.

Q. Who appoints the inspector at the yards?—A. He is appointed from Washington, I presume.

Q. He is a civil officer, is he not?—A. Yes, sir; all civil appointments are made by the Secretary of the Navy.

Q. Do you know of an instance, or have you any information of a reliable character that you can give to the committee in regard to timber-inspectors being appointed or removed through the influence of contractors?—A. No, sir.

Q. Do you know of any such interference in relation to the appointment or removal of contractors?—A. No, sir.

Q. Have you any knowledge of illegal or improper transactions with timber-contractors?—A. No, sir; I know nothing about that.

Q. Do you know anything about a floating debt outstanding against the Navy Department?—A. No, sir; I never heard of it until a day or two ago, when some one told me that there was one.

Q. Have you any knowledge of the use of the money appropriated for the building of the eight sloops of war?—A. No, sir; only that some of the bills came to me to be approved. There were three of them finished at Philadelphia, the Ranger, Huron, and Alert. The Huron was first called the Alliance; two of them are finished and one of them is still in the hands of the contractor. I cannot recall all the bills, but I presume I approved bills for the money paid on them; many of the bills went directly to the Department.

Q. These vessels were built by contract?—A. Two built by Roach, complete, and the engine of the third one by Roach. The hull of the third vessel was built by Harlan & Hollingsworth.

Q. Have you any recollection as to the character of the bills approved by you?—A. No, sir. I think the bills under the contracts were approved here. Bills for spars and things made in the yard, came under my cognizance.

Q. Have you any recollection of the general amount of the bills so approved by you?—A. That I do not know; that can all be ascertained from the construction office. In every yard there is a return made every month to the commandant of all the work that has been done during the month on every vessel in the yard, and it is carried on from the time she first arrives there, and it shows at a glance the money expended on each ship in the yard.

Q. Then the bills approved by you were paid from the money set apart for the Philadelphia yard?—A. Bills under the contracts were all paid here, but for other items they would be paid from the funds of the respective bureaus.

Q. Those sums so paid were independent and outside the contracts?—A. I don't think I had anything to do with the contract. The bills I approved were outside the contract. The trial trip, for instance, is charged to the vessel, and all the outfits and interior work are never included in the contract.

Do you know the firm of Noblett & Brown?—A. Not personally. I have seen a good many of their bills for small open purchases made by the pay inspector.

Q. Do you know who compose that firm?—A. I do not. I have been introduced, I think, to Mr. Noblett. I have never seen Mr. Brown. They say Mr. Cattell is interested in it, but I do not know.

Q. Is not that the general reputation, that Mr. Cattell is a member of that firm?—A. Yes, sir; that he is interested in it. There are two Cattells; I don't know which is the one referred to.

Q. As to this system of open purchases, is it pursued to any large extent at that yard?—A. Yes, sir; to a considerable extent for all small purchases, for all stationery and small articles required for immediate use.

Q. How as to coal?—A. I think coal is all purchased by contract. That is inspected and does not come to me. It is purchased by the Equipment Bureau and does not come to me. Some of the coal is purchased for use in the yard by open purchase, but I do not know who it is purchased from.

Q. How as to timber?—A. I do not know; I never purchased any myself. I only approve bills where timber has been delivered.

Q. Then your observation and knowledge is that but very little advertising has been done within the last two or three years?—A. Yes, sir; I should say but very little. The commandant is not allowed to advertise except by order from the Department.

Q. That is controlled by the head of the bureau here?—A. Yes, sir; and I think the law is, that there shall be no advertising except by permission of the Secretary. A notice about the burial of an officer was sent to the newspapers as an item of news. They sent in bills for it as an advertisement, and I told them I could not pay them. I finally did pay two or three of them out of my own pocket.

Q. Do you know anything about the interference of the Secretary of the Navy in making purchases for the Navy Department?—A. No, sir; I do not.

Q. Were you ever connected with the management of any navy-yard prior to the war?—A. I was attached to the Boston yard for a while as an assistant to the executive officer prior to the war, and after the war I was equipment officer and general inspector. When they re-organized the yard they abolished the office of general inspector, and put me in as equipment officer.

Q. Comparing the time you were connected with the yard prior to the war and the time after the war, state from your experience what difference, if any, is there in the management of the yard.—A. I do not know exactly how to answer that. Prior to the war the bureau the system in the yard had not been adopted. It was not adopted until after the war. Prior to war the naval store-keeper—a civilian and politician—had charge of all the supplies in the yard and every department drew from him what they wanted. But after the war or during the war they found the increase of work and material required that there should be some change. The business had outgrown this system. The store-keeper could not take care of all the stores in his charge, and then he was a transient officer and interested in making as much money out of his office as he could. I think he had a percentage outside his salary, and when the yard was divided into these departments there was a great deal of material found that was never supposed to be there. I know in the department of equipment that I found an immense quantity of material not charged anywhere, and some of it had been on hand for forty years, and we made a great many sales at auction. I found they were manufacturing rope simply for the purpose of keeping men employed. As it is now, each bureau is represented by an officer in the yard, and he has charge of the department.

Q. And through these bureau officers in the yards come requests or requisitions to be sent to the bureau at Washington?—A. Yes, sir; the bureau officer makes his requisition for what he wants, and that goes to the commandant, and he approves it or not and forwards it to the Department. If they approve it they return it, and then the purchase is made. This applies to ordinary articles; the large purchases by contract are made in Washington, and the rest of those articles are ordered by the Department.

Q. The growth of the bureau system in the yards is the growth of independence and want of unity?—A. Yes, sir; I think if a successful merchant was to manage his business in the way a navy-yard is managed he would fail in six months, but I do not believe that you can mend it; much of it, I think, is inseparable from our style of government. I think if Mr. Astor put at the head of his business a politician who knew nothing about his business, and then just as he had got acquainted with it turned him out and put in a new one, and served the subordinate in the same way, he would come out with a deficit.

Q. Then you think much of the abuse attached to the Navy Department belongs to our form of government?—A. Yes, sir; I think if they would put a good business merchant at the head of the Navy Department and give him a small advisory council it would be better.

Q. Your first idea of reform there would be something like a board of commissioners?—A. Something like that. It should be small in number and composed of distinguished officers, and they should keep their office for a long time.

Q. What do you think of the idea of having a controlling power of one technical well-educated man, and of a class of persons that represents all ideas that are personified, so to speak,

in a ship, rather than to take a one-idea man?—A. It would be difficult to find that man. I have never seen him.

Q. The line officer of the Navy is educated; is he not, when he gets to a position that he commands a ship, so that he knows or ought to know all the wants alike of his ship and his men?—A. Yes, sir; he has a general knowledge of the wants of the service and has a little touch of everything, smattering of all points.

Q. What do you think of the suggestion that has been made for the restoration of the old board of commissioners?—A. I think the old board of commissioners was far preferable to the present system, but I think with the progress of thirty or forty years we could find something superior to that. I think three distinguished officers, high officers, and holding positions more permanently, so that they would be a power, would be better than the system they have got now. I see by the papers that you have introduced a bill for a commission to inquire into the wants of the Navy. I think you could get from a commission of suitable men, who would call upon officers to give their opinion deliberately, more information and better information. To answer your questions on these points requires time and thought. A snap-judgment is worthless.

Q. What information have you about the employment of men at navy-yards at or about election-time?—A. Well, I should say that more men are employed before election-time than afterward.

Q. The principal item of cost in building or repairing a ship is labor, is it not?—A. Yes, sir; one of the principal items.

Q. And the advantage to the Government is to obtain skilled labor, is it not?—A. Yes, sir.

Q. Then the employment of an unnecessary number of men, and those unskilled, is to the detriment of the Government?—A. Yes, sir; there is another item of expense; while the men are working outside ten hours a day, in the navy-yard they work eight hours, and we pay more for labor than they do outside for ten hours. We cannot help it; we send around to find the price of labor outside. The outside establishments always return us the highest prices they pay. A board of officers examine these answers, and they fix the prices from them once in three months. While we know that these ship-builders are paying men less prices than they state to us, we cannot go behind their statements.

Q. Were you in command of the Philadelphia navy-yard in the fall of 1875?—A. Yes, sir; I was detached from there the 5th of January, 1876, after it was delivered over to the purchaser.

Q. State what you saw in regard to the employment of a large number of men in the month or two months preceding the election of 1875, and their discharge afterward.—A. There was a large number of men employed from the time they commenced removing the yard and stores until it was broken up, not only our own men, but a large number of contractors' men. I do not know how many. The log-book of the yard will show the exact number employed every day in each department, both at League Island and at Philadelphia.

Q. Was there an unnecessary number employed there at that time, in your opinion?—A. No, sir, there was not; we had more work than we could do, a great deal more work than we could accomplish satisfactorily in the removal of the yard.

Q. Did you have an opportunity of knowing their skill?—A. No, sir; very little. The heads of departments knew their skill better than I did.

Q. Have you not stated that there was an unnecessary large number employed in the election of 1875?—A. No, sir, I have not. I do not know when the election took place.

Q. From your observation are there many idle and unemployed?—A. No, sir; if I saw a man unemployed I would discharge him. I do not know whether I had that power; at all events I took that power, and if I saw a man unemployed I would discharge him.

Q. Do you know any instances of false muster, either as to time or the party not being present in the yard?—A. No, sir.

Q. No instances of men borne upon the rolls not actually employed at the navy-yard?—A. No, sir; there was one foreman I had discharged a year ago for not being present at the hours according to the regulations; he got back again, but he soon afterward resigned. I do not recollect any other one. Men always loiter in the yards and break off a little earlier, and I had to call their attention to it in general orders.

Q. Do you know anything about contracts being made with the Department, or any agent thereof, for the removal of property from the Philadelphia yard to League Island?—A. Yes, sir; I had copies of most of them sent to me.

Q. Do you know any instance in which you or any officer of the yard were directed to close a contract with Mr. McKay or other parties?—A. Yes, sir; I had some controversy with him about a contract.

Q. State the controversy.—A. Mr. McKay had some contracts in the yard, and I received a letter from the chief of the Bureau of Construction inclosing a proposal from McKay to remove all the remaining material in the yard before the first of January for a certain sum, amounting to \$20,300. He authorized me to confer with the constructor, and, if I thought it advisable, to accept his proposal, as everything had to be removed before the first of January, else it would go with the yard. I sent for the naval constructor, read over the contract with him. I thought some of the charges were extravagant. I could not tell how much material

was in the yard, and I called his attention to one or two items. He said that they might be reduced, but he would require twenty-four hours to consider it. At the end of twenty-four hours he came back to my office and brought the offered contract and accompanied it with a letter that he could not "conscientiously" ask Mr. McKay to take less.

Q. Who was the constructor?—A. Edward Hartt. "Well," I said, "it seems to me to be an extravagant price, but the time is limited. The things must be moved and there is nobody else offering, and I will have to accept this offer." We then called up McKay and I told him that he seemed bound to make a fortune out of the yard in some way; that I would accept his bid subject to the approval of the bureau, that he might commence at once, as the time was limited, but that he must stop if the bureau said no. The anxiety was to get everything removed from the yard as soon as possible. I wrote a letter to the bureau, inclosing Mr. Hartt's communication and stating what I have stated here, and asked them to telegraph me next morning. I had hardly dispatched that letter when I got a private letter from Captain Wells, stating that a gentleman was willing to remove everything for \$10,000. I had no authority to accept it. I sent for him, but in order to get it in that mail I sent this letter to the Bureau of Construction and asked the chief constructor to telegraph me his decision. I got a telegram about two o'clock the next day, ordering me to make a contract for the best interest of the Government. I sent for this gentleman, Mr. Rice, and made a contract with him to remove everything in the yard for \$10,000, subject also to the approval of the bureau. I then wrote to McKay, annulling his contract, and informed the Department what I had done, and asked them to telegraph me their decision about this. McKay refused to stop work when ordered by Captain Wells, at my direction; said his contract was a full contract and that I had no right to stop him. Captain Wells then enforced his obedience by an extra number of marine sentries.

Q. How long had he been at work?—A. Eight or ten hours. The telegram came back that if Mr. McKay would do the work as cheap as anybody else to let him do it. I then made a contract with Mr. McKay for \$10,000 in the general words of the contract with Mr. Rice. As Mr. McKay had employed some men to remove some things, I ordered a board consisting of the naval constructor, assistant constructor, and the captain of the yard, Captain Wells, to examine and see what he had removed under his first contract, in order that he should be equitably paid. They were some time examining and reporting. I could not confine the naval constructor to the time I had limited him to, but he wanted to go backward and forward. The constructor, and finally the assistant constructor, who seemed influenced by the opinion of the constructor, coincided with him. He made out a schedule of what he thought McKay ought to get, which amounted to \$10,000 besides the other \$10,000 he was to get if he had the whole contract. The captain made a minority report, in which he said that about \$1,900 would cover everything Mr. McKay had done. I think Mr. Rice would have removed the whole in the first instance for \$10,000. I sent all the papers to the Bureau of Construction. I do not know how it was settled. I approved Mr. Rice's bill for \$10,000 on the last contract. I suppose that was paid. I do not know whether anything more was paid or not. I wrote in my letter that I thought \$2,000 would be amply sufficient. I am of the opinion a good deal of this material was removed before either of these contracts were made, and removed by the constructor's force, and was included in McKay's schedule. He claimed that he began a day before the contract. Of course he had no right to begin then, before he was authorized to begin. Daily reports came in that there were one hundred and sixty men employed to remove the material before the day. He would not stop work when Mr. Rice received the contract, and the force of sentries was increased by three, and they made him stop.

Q. Were you removed shortly after that?—A. I was relieved a short time afterward. They reduced League Island to a captain's command, and I was relieved. The Secretary assured me that this contract had nothing to do with it. I had a letter from him on the subject.

Q. Do you know anything of Hartt being under orders to go to Boston?—A. No, sir; I heard that he was ordered there. He is now on centennial duty at Philadelphia.

Q. Were you instructed to make any advertisement for this work?—A. The first notice I had about the matter was the proposal of McKay, which I received from the bureau here with instructions to confer with the naval constructor, and if he thought it expedient, to make a contract with McKay. The yard had to be abandoned so soon that there was no time. He had men there, and I had to close the contract with him until I found some one else. Some time afterward I received a paper from a man whom I had never seen, who said that he had made an agreement with McKay in case he got the contract to remove the construction material for \$116,000, to give him \$5,000 for it, or pro rata if he got paid anything less.

Q. What are the relations between Mr. McKay and Mr. Hartt?—A. I should say they were very intimate. I believe Mr. Hartt has been living in the same house with him, and driving in his carriage.

Q. In the proposals of these men—either one of them—was there anything about their retaining any of the material belonging to the Government?—A. No, sir; he was merely to move the material. We were to do the towing, and he to supply everything else to take it to League Island. The contract that was made with Mr. Rice had a line added which I

understood at the time very well, "to take everything placed at my disposal." I had good reason to believe that the Constitution would not be finished by the first of January, but I didn't think it a matter of any moment, for it didn't amount to anything whether he removed her blocking or not. He afterward claimed that he put that in by the advice of Hon. Leonard Myers. I do not know whether he removed it or not.

Q. Was there any contract made for the removal of any other portion of the Government property at this yard?—A. There were several. Mr. McKay had a contract for removing the ordnance; he also had a contract for removing steam-engineering. Rice had the contract for removal and pulling down of buildings. Mr. McKay had a contract for pulling down and re-erecting two ship-houses. These were all made in Washington.

Q. Were they made without any advertisement?—A. I don't know of any; I do not think there was any.

Q. Your advice or judgment was not solicited upon it?—A. No, sir; I had only to obey orders.

Q. Do you know whether the opinion of the constructor or any officer of the yard was taken in relation to the other contracts?—A. I do not think it was. There was some correspondence about the contract for steam-engineering, but I do not recollect the nature of it. They called for estimates from different bureaus as to what it would cost for the Government force to remove the material; then these contracts were made. I think the ordnance contract was about the same as the estimate of the officer; I do not know whether steam-engineering was more or less. The equipment moved their own stores.

Q. From what you have seen or know in regard to it, if proposals had been solicited by regular advertisement, would the Government have made or lost?—A. I do not know; my impression in regard to the buildings is that there were half a dozen different offers for their removal and re-erection, and I think Mr. Rice's was the lowest; that was all done here.

By Mr. JONES:

Q. You speak of the equipment moving their own stores; was that done more economically than the others?—A. I think so; yards and docks were moved economically; they had plenty of time; the others were moved hurriedly, and, of course, it was more expensive.

By Mr. BURLEIGH:

Q. What time was it first understood that these removals had to be made?—A. I think the law for the removal was passed in March, but nothing was done then. I do not know when the advertisement of sale was made; I think it was somewhere in October. We had been for a year or two moving some heavy articles; we were very much hurried at last.

Q. When was the yard sold?—A. The 2d of December; to be delivered the 1st of January.

Q. Everything had to be removed before the 1st of January?—A. Yes, sir. We did not know that the buildings were to be pulled down until early in November.

Q. Did you commence on them as soon as you knew it?—A. Yes, sir; the first I knew of it was a contract made with Mr. Rice to remove everything by the 1st of January, and I think that contract was made in November. Of course we had to commence at once: we were moving stores out of the yard, and he was not able to complete his contract, because we were not able to give up the building until the stores were out.

By Mr. JONES:

Q. Didn't I understand you to say to Mr. McKay that he was bound to get rich out of the Government?—A. Yes, sir.

Q. Was that because of exorbitant prices he received by contracts made here?—A. Some of the contracts he didn't more than clear himself, and others he made money from. He was a very active, energetic, pushing man, getting men to work for him cheap, and he would make money where, perhaps, the Government would lose in doing the same thing. He made a contract for taking down ship-houses and re-erecting them at League Island, for \$32,000. The estimate of the board was \$34,000. That was a board composed of constructor and civil engineer.

Q. Was Mr. Hartt on this board?—A. No, sir; he had been away for some time. I do not think he was in Philadelphia. McKay sublet the contract; there was no penalty attached to the non-performance of the contract, and if he hadn't finished it they couldn't get anything from him. He was to take the buildings down, and put them up in the same form at League Island, and after they began to remove them they concluded that one of the buildings should be cut off three stories and made a store-house. That, of course, gave him a great deal of material to supply rotten parts of the buildings. Then there were some things he said he was not expected to replace—for instance, the tin roofing. He made another contract, to put on the tin roof.

Q. You had those contracts, had you?—A. Yes, sir; it was done by the Bureau of Construction; the Bureau of Yards and Docks had nothing to do with it.

Q. Why should he not put on the tinning?—A. I do not know; he said that was an understood thing, that he was not to do it, and he didn't do it.

By Mr. BURLEIGH:

Q. The Bureau of Construction took charge of it?—A. Yes, sir; I believe they had more money to pay for the work.

Q. That was really encroaching on the business of the Bureau of Yards and Docks?—A. Yes, sir.

By Mr. DANFORD:

Q. Do you know anything about the manner in which these contracts were performed—for instance, the removal of brick?—A. I think Mr. Rice, in removing brick and material from the yard, did as well as he could, with the time allowed. He did not get all the buildings down. When the yard was sold there was a telegram from the Secretary to stop pulling down any more, and only move what was down; so that some of the buildings did not get fairly pulled down.

Q. Do I understand you, then, that a part of the buildings belonging to the yard passed to the purchaser at the sale?—A. Yes, sir; all that was not loosened. The purchaser claimed everything that was not loosened from the soil. We pulled up the sidewalks, curbstones, and stone flagging, and sent as much as we could down before the sale. I think when the sale was effected there was one row of buildings a story high.

Q. Do you know of any injury claimed to have been done to three pieces of cannon in their removal?—A. No, sir; I never heard any complaint. They were removed in a great hurry by Mr. McKay.

By the CHAIRMAN:

Q. Was any claim made by the contractor that part of the property was his?—A. No, sir; I think that is another matter. We purchased some condemned cannon and ordnance at auction-sale, and he claimed something belonging to the carriages, some brass ornaments, which the Ordnance Office said didn't go with it. I believe the bureau decided that it did.

Q. In these contracts made at the Navy Department, the execution of which depended more or less upon you, were you furnished with copies?—A. Generally; some I have not.

Q. And those are kept at the yard?—A. Yes, sir.

Q. Is there any book in which they are kept?—A. No, sir; they are filed with letters from the different bureaus.

Q. Have you any recollection of a man named Philip Stall, foreman of the blacksmiths in the yard, or of any charges preferred against him?—A. Yes, sir. I do not recollect any charges against him. He is the blacksmith man now; he has been in that yard off and on a good many years; he is about as well known as any man there.

Q. Do you recollect whether charges were preferred against him, while you were commandant of the yard, for employing incompetent men and rating them first class?—A. No, sir.

Q. Who was your predecessor?—A. Commodore Mullaney.

Q. I will ask you a question of a general character. Do you know of any other error or abuse or fraud existing in the management of the Navy Department or any of its branches?—A. I do not know of any fraud. I believe there are a good many errors, as in every department. I am not prepared to answer that question.

Q. Is there any abuse in the contract system as at present conducted?—A. I have had but very little to do with the contract system. I do not know how contracts are made.

Q. You spoke of private notes being written to the constructors from the Department to make contracts.—A. That is not in the nature of a contract. That was the only case I knew of. That letter, I believe, was from Mr. Hartt, who was then in Washington.

Q. I include, also, contracts or agreements made in open purchases.—A. That is all done by the paymaster; I do not know anything about it. I suppose when he got a requisition approved by me he would send out to the parties who deal in the article and get their bids and accept the lowest bid; and then the order would come to go to such and such a place and purchase the article.

Q. Do you know anything about a lot of knees being delivered that came from Savage, here?—A. No, sir; there were some knees delivered, and the bills came up from the constructor and I approved them; I do not remember the names of any of the contractors.

By Mr. BURLEIGH:

Q. Who inspected them?—A. The regularly-appointed timber-inspector.

Q. Does not all this timber come under the immediate eye and supervision of the constructor?—A. Yes, sir.

Q. Is he not a better man to know about the value of timber than somebody outside, some one appointed from civil life?—A. I should think he ought to be. I suppose they think he has enough to do.

Q. Would the inspector pass timber that the constructor would reject?—A. I do not believe he would.

Q. Don't you believe that the constructor knows what the inspector is receiving at all times?—A. I suppose so. I suppose they consult together, and the opinion of one is accepted by the other.

Q. And the constructor has the controlling opinion?—A. Yes, sir.

Q. And the iuspector is merely a man between the constructor and the contractor?—A. Yes, sir.

Q. From your knowledge of inspectors, are they generally pretty good livers and make money pretty fast?—A. I do not know. I would not know the one in Philadelphia by sight.

Q. He did not come into the yard often enough for you to know him?—A. He might have come there every day and I would not know him. The duties of a commandant are such as to keep him at his desk all the time.

Q. Don't you think that the duties of inspectors are nominal; that the men employed by the Government as foremen or constructors are really the men that do the work?—A. The inspector of timber consults the constructor. There is no inspector of iron.

Q. Have you not an inspector of copper and all sorts of things?—A. No particular inspector. They call in experts to examine the quality of the things. I don't recollect any inspector of iron.

Q. Don't you have a receiver and inspector?—A. There is one of that title in each department, now you mention it. We always called him receiver. I think myself that the heads of departments would be better judges of what the articles were.

Q. And this inspector and receiver is a sort of a useless appendage to the yard, in your opinion?—A. He acts as store-keeper; takes charge of goods and delivers them out. I think perhaps the bureau of construction is more extravagantly administered than any. They have to keep a large number of men. I spoke to the constructor one day and told him that he was expending five or six thousand dollars a month and was doing very little work. He said that it cost a good deal to keep up the organization. He had more writers and clerks than all the rest in the yard put together. They were afraid to turn them off.

By the CHAIRMAN:

Q. Who inspects the goods purchased by the paymaster on the open-purchase system?—A. They are inspected in the yard by the officer who has charge of that branch of the service.

Q. And no board or other party connected with him?—A. No, sir. He judges whether the articles are correct or not.

Q. What would you think of separating the party who makes the requisition from the party who inspects; ought it not be a different party to inspect?—A. No. I should think that the man who made the requisition had a better knowledge of what he wants than any one else. If they sent in something that he does not want, he knows it.

Q. Do you know any instance where provisions have been bought in large quantities and pronounced unfit or unworthy?—A. No, sir.

Q. Do you know anything about purchases made at the time of the Virginius affair?—A. No, sir; I was then at the recruiting rendezvous.

Q. Do you know of any instance of repairs made on vessels, amounting to more than \$3,000, wherein there was a failure to have an examination made as to the probable cost of the repairs?—A. Nothing of my own knowledge.

By Mr. BURLEIGH:

Q. Do you know of any survey or recommendation made to expend so much money upon a vessel?—A. Whenever a vessel comes home they order a survey to be made of her, and estimate what it will cost to repair her, and she may then lay up in ordinary and be repaired at some future time.

By the CHAIRMAN:

Q. What have you to say as to the wisdom and policy pursued by the Navy Department in building under old names new vessels?—A. I think that is a misappropriation of money. It may be a very good thing, but I think it is an evasion of the law. I have no doubt that the Navy has been improved by rebuilding these vessels. We got a much better vessel than the one that was replaced, but it is expending as much money or more money than Congress authorized for the eight sloops of war, and I do not suppose that was intended.

By Mr. BURLEIGH:

Q. Take, for example, the Vandalia.—A. She is a good ship now; she was not worth anything before; she was a sailing-ship, and was taken into the Boston dry-dock, cut to pieces, and another one built of twice her tonnage.

Q. You do not suppose that there was any piece of timber in the new Vandalia that there was in the old?—A. I am pretty sure there was not. They are building some new iron-clads over in the same way; the Secretary mentions it in his report. They formerly had wooden hulls; now they are putting in iron hulls.

By Mr. DANFORD:

Q. Do you know of any instance at the Philadelphia navy-yard, or any other navy-yard, in which you had reason to believe that there was a collusion between the officers whose duty it was to inspect and receive materials for the Government—timber or anything else—and the contractor, for the purpose of defrauding the Government by imposing inferior material upon the Government?—A. No, sir; I do not know that. I have no substantial reasons for such suspicions.

Q. Have you any facts in relation to it?—A. No, sir; no facts. As to these contracts with Mr. McKay and Mr. Hartt, regarding the removal of timber, I thought Mr. Hartt's letters to me, as I told him, seemed to, he more in the interest of the contractor than of the Government.

Q. That was not where material was received.—A. No, sir; I do not know anything about that. I would not be likely to know anything about that.

Q. What was there in the contract with McKay that struck you as being suspicious?—A. This looked suspicious: Mr. Hartt said that he could not conscientiously recommend that the contractor he offered less than \$20,000, when another man was willing to do it for \$10,000. That was suspicious. And then his hacking up McKay in trying to get his first contract continued, and then his writing me that if McKay had moved one timber-plank he was entitled to the whole sum under that item. I sent that letter to the bureau, and wrote him that he was more interested for the contractor than for the Government, and he wrote me back that he would not answer that part of the letter; that it was disrespectful to him.

Q. Where is Hartt now?—A. He is on centennial duty. He was appointed to the Boston yard. I heard that Mr. Hanscom did not want him there. I have been associated on three or four yards with Mr. Hartt, and I think he is very extravagant in his expenditures in all the yards. He was at the Boston yard when I was there, and he was at California when I commanded a ship out there, and then I have been associated with him at Philadelphia.

By Mr. BURLEIGH:

Q. How many ships would those 500 knees that you spoke of build?—A. I do not know.

Q. Two, would they not?—A. Perhaps so.

WASHINGTON, D. C., March 4, 1876.

Continuation of the testimony of Commodore GEORGE H. PREBLE.

By the CHAIRMAN:

Question. You referred the other day to a copy of an agreement between Mr. McKay and another gentleman in relation to some bids for the removal of property. Have you that copy?—Answer. Yes, sir: I have a copy of it.

Q. Will you please read it?

The witness read as follows:

“PHILADELPHIA, November 4, 1875.

“By this agreement, hereby entered into between Nathaniel McKay, of New York, and John W. Lynn, of Philadelphia, it is mutually understood and agreed that, in the event of said Nathaniel McKay receiving the contract for the removal of all and everything belonging to the construction department from the Philadelphia navy-yard to League Island, for the sum of \$116,000, he, said Nathaniel McKay, is to pay to said John W. Lynn the sum of \$8,000 in cash. In case the said McKay should receive a sum less than \$116,000, then he is to pay said John W. Lynn a less amount pro rata, cent. per cent., payment to be made within sixty days.

“NATHL. MCKAY.”

Q. At what time and under what circumstances did you receive notice of that copy?—A. It was after my detachment from the Philadelphia navy-yard, some time in January, that I received that copy. It was handed to me by a gentleman who, I suppose, would not care to have his name mentioned. That gentleman received it from Mr. Lynn himself. That was the original, signed by Nathaniel McKay.

Q. Had Mr. Lynn made any demand of you during the progress of completing the contract by Mr. McKay?—A. I never saw or heard of him before, and I have never seen or heard of him since. I do not know anything about him. I think he is a builder in Philadelphia, but I do not know. As soon as I was authorized I sent a copy of it to the Secretary of the Navy. As I was not on duty I sent an unofficial note, and I received a reply from the Secretary afterward, in which he said that it was evident that Mr. McKay was a man that it would be well to look out for, and that the Department would be careful to look out for him.

Q. Do you know anything of the purchase of a tug or launch—a fancy vessel called the Sea-Weed?—A. I recollect the purchase of such a vessel.

Q. State the time and the amount paid for her, according to your recollection.—A. I do not recollect the time. It was over a year ago. It is my impression that it was in the fall, though I do not recollect. I received a note from Mr. Hanscom directing me to receive this vessel, and \$8,500 was to be paid for her. The bills were made out at that price, and, I think, were approved and forwarded to the bureau, and I suppose were paid.

Q. You were directed by Mr. Hanscom to receive her?—A. Yes, sir; he wrote me a note from the Continental Hotel, in Philadelphia, at the time, to receive this vessel when she appeared at the yard, and, I think, either then or subsequently, he gave me orders that she was

bought for construction purposes and for towage, and was to be run at the expense of the bureau—virtually placing her under charge entirely of the naval constructor.

Q. From whom was she bought?—A. I do not recollect the name of the owners. Somebody had been using her down in the Dismal Swamp, where she had been used as a sort of house for logging purposes or something of the sort.

Q. State if, at the time of the purchase of that vessel, there was any public use or necessity for such a vessel.—A. I consider that there was not. I did not consider that she was adapted to the performance of towing, which was the purpose for which she was purchased.

Q. Do you know anything of the rent of a steam ferry-boat?—A. I think some time in November the steam ferry-boat Burlington was chartered.

Q. At what rate?—A. At \$1,000 per month, for the purpose of conveying construction material to League Island. The charter-party that was signed, if I recollect right, was that she was chartered with the agreement that any amount paid in monthly payments for her use would be deducted from the allowance for the value at which she was to be purchased, if purchased.

Q. State whether at the time of hiring this ferry-boat the Government was without means and appliances for the removal of property from the navy-yard to League Island?—A. They had not sufficient means. They had to hire a great many scows, lighters, and various things in order to remove material; they had to be hired either by the Government or one of the contractors at that time.

Q. Was there any necessity for the hiring of such a vessel and at such a price?—A. I have not any idea of what the value of the charter-party of a vessel of that kind is. She was a large, roomy vessel, and would carry a great deal of material. Whether she was the cheapest and best at that time that they could use, I do not know.

Q. Was not the Government supplied with tugs and launches?—A. Not for the purpose of carrying material. The tugs were large enough to tow other vessels. They rafted a great deal of material down in that way.

Q. Could it not have been done in that way by the use of the Government tugs towing?—A. They would have had to hire some vessels. They hired her the same as any other vessel. She was used in that way for November and December.

Q. What use was there for her in the months of January and February?—A. The delivery was on the 1st of January, and I left the yard on the 10th of January. I should suppose that when the yard was turned over and she went down to League Island, there was no further use for her. I do not know whether she is employed now or not. The gentleman at the yard now can tell better than I can.

Q. If she was employed during those months would you not say it was an unnecessary expense to the Government?—A. It strikes me so, but I am not there now. I was not at the yard during February, and was not at Philadelphia during that month. I left the yard the 10th of January, and I do not know what use they put her to after I left. Up to that time there had been some work for her.

Q. I ask your judgment and opinion as to the time and manner of the sale and removal of the property at the Philadelphia navy-yard. In other words, ought it not to have been commenced earlier or deferred later, so as to have promoted the interests of the Government in the removal of the property, considered in its economical aspects and every other?—A. I think it would have been more economical and better to have given a general order for the removal earlier in the year, and to have continued it during the year, certainly, and perhaps longer. I think it would have been more economical and better than to have removed it in the last three months of the year, as everything was too much hurried and there was too much confusion.

Q. Owing to the short time allowed in which to execute the orders for the property required to be removed, did not serious loss occur to the Government?—A. I should think there was more or less loss arising from the destruction of property in the hurry of removal and delivering it.

Q. I ask you if some of the property which belonged to the Government, such as ordnance used as gate-posts and corner-posts, was not claimed by the purchaser?—A. The Ordnance Bureau removed all their material by contract. It was removed very hastily, but I think nothing was damaged. I think that the ordnance was not damaged by the removal; so I have been told. The old cannon used as posts, that were left in the yard and were not taken up, I think belonged to the Bureau of Docks and Yards, and not to the Ordnance. They had been purchased for posts and fastenings; and when the yard was sold some of those posts remaining in the yard were sold to Mr. McKay. It was ascertained that it would cost more to the Government to take them up than to leave them where they were, and so they were sold when the yard was sold. They had to stop the work; and everything that was fixed in the ground, whether an anchor or cannon, or no matter what it was, was considered as real estate, I think, under the advice of the lawyers. They consulted with the lawyers, and under their advice these things were allowed to remain. The sheers were considered as part of the real estate of the yard, and it was decided that they must remain.

Q. The purchaser of the navy-yard at the sale, then, claimed all that which was attached

to the freehold?—A. Yes, sir; everything that was attached at the date of the sale. The order from the Secretary of the Navy by telegraph was positive to cease all work on buildings or anything that had not been torn down. Every brick that was standing in its place must remain so from the time of the sale. Then the work of clearing away the movable material went on until the yard was delivered. I think the sale was the 2d of December, and the delivery was the 1st or 2d of January, thirty days after.

Q. The sale took place on the 2d of December?—A. Yes, sir; and I think the delivery was to have been thirty days after that, but was not, in fact, until about the 5th of January.

Q. Was there any considerable amount of property in value that remained attached to the freehold?—A. There was a portion of several of the buildings, and the marine barracks were not pulled down, and of course the wall surrounding the yard.

Q. Under the construction of the law as then given, all that passed to the purchaser?—A. Passed to the purchaser; and some of the wooden stables and out-buildings and things of that kind.

Q. At the time of the sale what was the announcement—that the Government would remove the buildings?—A. I do not know; I was not there. All I know is the terms of the sale, and those I have forgotten.

By Mr. DANFORD:

Q. Who is this Mr. Lynn?—A. I do not know; I never saw him. I think he is a resident of Philadelphia. His house was pointed out to me once as I was riding by in a carriage, and I was told that he was a builder.

Q. Was he connected in any way, so far as you know, with the Navy Department?—A. I think not. He was one of those men who wanted to get a contract, and Mr. McKay took that means of buying him out, but would not come up to his agreement.

Q. Do you know of any influence he had with the Naval Department?—A. No, sir; I have not the slightest knowledge.

Q. How long did you live in Philadelphia?—A. Only the time I was there on duty.

Q. Is Mr. Lynn a prominent man there?—A. That I do not know.

Q. Do you know of him as connected with either of the political parties there in any way?—A. No, sir.

Q. You know nothing of him?—A. No, sir.

Q. Did Mr. McKay get the contract that is spoken of in that letter in regard to the removal of property?—A. No, sir; he got various contracts. I think about the time that paper was signed the Bureau of Construction asked what it would cost to remove all the stores, and the constructor answered, I think, \$135,000, and that it would take four months. I wrote that I thought it would take longer, with the force employed, and would probably cost less. I think that was my remark.

Q. Your letter is on file?—A. Yes, sir. But the probability is that Mr. McKay, as he was always about getting news, got wind of this chance of making a contract, and thought if he were to make an offer he would probably get it, if these men did not offer lower. That is only supposition on my part. I do not believe, however, that the Department had anything to do with the offer.

Q. Your idea is that Mr. McKay was buying Lynn off?—A. Yes, sir; that was his plan; he is that style of man.

Q. Do you know how much his contracts aggregated?—A. No, sir; I could not tell you. All his contracts together, perhaps, amounted to \$80,000 or \$90,000, but they were not always construction contracts.

Q. You testified about those?—A. I think so. I do not recollect now what it was, but his contracts were not always construction.

Q. This little boat, the Sea-Weed, that was bought by the Bureau of Construction, at \$8,500, when was that purchased, with reference to the removal of the navy-yard from Philadelphia to League Island?—A. I do not know; I have already said that I think it was more than a year ago. I suppose the letters are on file with regard to it. I had a note from Mr. Hanscom to receive her, and afterward the bills for her were approved.

Q. Mr. Hanscom's note was dated at the Continental Hotel, in Philadelphia?—A. That is my impression; and afterward there was some official correspondence; what time that was I do not know.

Q. You say that the Secretary of the Navy, on the day of the sale of the navy-yard, telegraphed that all work in detaching fixtures from the freehold was to be stopped?—A. Yes, sir; that everything attached to the freehold should remain intact.

Q. Do you know when that telegram was received at the yard with reference to the sale of the property, whether before or after the sale?—A. O, it was immediately after the auction-sale. I had heard of the sale, and the price paid, before I got his telegram. I think I got the telegram that night, or the next day.

Q. You do not know what announcement was made in the yard at the time it was sold, in relation to the material in it?—A. No, sir; the sale took place at some auctioneer's office in the city.

Q. Do you know the name of that auctioneer?—A. Thomas, I think.

Q. What was his first name?—A. I do not know; he was one of the principal auctioneers.

I may be mistaken about his name being Thomas. The remark was that they had employed a good man. I think he was one of the principal auctioneers in Philadelphia. He was not the auctioneer who usually made the sales of small articles at the yard.

By the CHAIRMAN :

Q. At the time of the sale made at the Philadelphia navy-yard there was a depression in real estate in the city of Philadelphia, was there not?—A. I think that was generally acknowledged all over the country at that time, not only there, but everywhere, and not only at that time, but at this time.

PHILADELPHIA, *April 21, 1876.*

GEORGE H. PREBLE recalled and examined.

By the CHAIRMAN :

Question. You have heretofore called my attention to the fact that in mentioning the number of men taken on in the year 1875, the reporter had inserted 1874?—Answer. I have.

Q. Repeating that question as to the number of men taken on in 1874, what would be your answer now as to whether there was a large or unnecessary number taken on, and for what purpose they were taken on?—A. There was a large number taken on about that time, principally in the construction department; they were employed mostly in breaking up the Nebraska.

Q. That was during the months just previous to the election of 1874?—A. I don't know anything about the elections, but it was about that time. I think it was just before the election took place. There were a great many men employed in the construction department, principally by orders from the Secretary or from the bureau; lists of names were sent on.

Q. State if you were ever requested by Mr. C. P. Stratton, of Camden, N. J., to take on a lot of men, he stating that it was done by the request or instruction of the Secretary of the Navy.—A. I think he did make some application to me.

Q. Was that done more than once?—A. I think Judge Stratton brought me a list of names with a letter from the Secretary of the Navy ordering me to take them on; that list was sent down to the constructor with orders to take the men on; afterward he wanted other men employed, when I said that I could not take them without the authority of the Secretary or of the bureau.

Q. Did he obtain that authority?—A. That I don't remember; possibly he did. These were principally single cases, or the cases of two or three men. He had no large lists.

Q. After getting these lists of men from the head of the bureau or from the Secretary of the Navy, state whether they were rated in the order that you received them from the Department.—A. Yes, sir; the order sent down to the constructor was that they should be rated; they were rated as shipwrights and borers.

Q. Nothing was left to the discretion of the commander of the yard, or to the constructors, in such order?—A. No, sir; nothing. I think there were some men who were found incompetent as shipwrights. I gave directions that their rates should be changed. I have that impression, but it was, however, to no great extent. There was one quite long list furnished by Mr. Stratton. I think there were fifty names on that list. Some of those men were employed on the Antietam and some on the Constitution, and perhaps a few on the Quinnebaug; the majority, I think, however, were at work cutting up the Nebraska.

PHILADELPHIA, *April 21, 1876.*

GEORGE H. PREBLE recalled and examined.

By the CHAIRMAN :

Question. Do you remember the designation of a gentleman named R. F. Stockton to duty in the Philadelphia navy-yard?—Answer. Yes, sir.

Q. Who was he?—A. He was the son of Senator Stockton.

Q. By whom was he appointed?—A. He was appointed by Commodore Howell, when commandant at League Island, by direction of the Secretary of the Navy.

Q. What duty did he perform?—A. None that I know of.

Q. What was he assigned to?—A. He was nominally the first clerk of the commandant at League Island.

Q. Was he continued in that position under you?—A. He was continued until I finally wrote a private letter to the Secretary of the Navy, and then I got him removed.

Q. You do not know, do you, whether he was then ordered to duty at any other place?—A. I do not know personally. I have heard rumors, but I cannot say. I have heard that he is employed in the Treasury Department as a special agent.

Q. Do you remember that attention was frequently called to the fact that purchases exceeded the estimates which were submitted on the part of the civil engineer, Mr Prindle, and afterwards by Mr. Stratton?—A. I recollect in several cases that purchases exceeded the estimates, and, I think, sometimes I called attention to it, and sometimes the chief of the bureau called attention to it.

Q. Were they so frequent as to be marked?—A. Not particularly, that I know of. Whenever they occurred I called attention to them; that is, whenever there was any great discrepancy. I do not think I called attention more than a half-dozen times to them, although I do not recollect exactly now. I called for an explanation from the parties making the estimates and forwarded to Washington whatever was the result. I will say this: in passing some hills I did not notice that they exceeded the estimates. I then gave an order to one of my clerks always to put on the hill in pencil the estimate, so that I might compare it with the bill where there was any discrepancy. Where it was the same he was not to mark it. Whenever there was any serious discrepancy I immediately called the attention of the bureau to it in forwarding the hills, either withholding my approval or approving it under explanation.

Q. Do you remember anything about the purchase by Mr. John Nohlitt of a lot of scrap-iron from the yard?—A. There were many of those purchases. I do not recollect the name particularly, but could refresh my memory from the letter-book in that respect.

Q. In the transaction to which I desire to call your attention, Mr. John Nohlitt, it appears, obtained from the yard a lot of scrap-iron, and did so under an order from the head of the bureau.—A. If it was sold in any way it was sold under the order of the chief of the bureau. There was a good deal of iron delivered at different times; I do not know whether to Mr. Nohlitt or Mr. Roach, or to Seyfert & McManus, although I think it was delivered to all three.

Q. In the case to which your attention is directed I desire particularly to call your recollection to the mode of payment made by Mr. Nohlitt. In other words, was not the iron exchanged for harnesses and miscellaneous stores?—A. I do not recollect that. I think all the iron that was sold was exchanged for other iron; I may be mistaken, however.

Q. You have no recollection, then, of that transaction?—A. No, sir. In one instance there was an order to deliver iron and there was an order to receive one pound for three delivered, but I do not recollect who that order was to, nor do I recollect what it was.

Q. I now call your attention to the following letter, dated Bureau of Construction and Repair, September 8, 1874:

“SIR: Please allow Mr. William ——— to deliver at the yard under your command white-oak plank yet due under his contract of August 19, 1872, at \$44 per thousand feet, subject to inspection and conditions specified in schedule, and have open-purchase bills made out, payable out of the appropriation for construction and repairs 1874-75.

“ISAIAH HANSCOM.”

A. I recollect seeing the letter; I do not recollect about the transaction. It probably was carried out. That letter was sent down to the constructor to execute the order, and he acknowledged its receipt.

Q. And bills were made out accordingly?—A. Undoubtedly.

Q. Do you know anything about the orders, by direction of the Department or the head of the bureau, to destroy or give up bills for purchases made in a past fiscal year, new bills being made out so as to draw the appropriation from the current year?—A. No, sir; I have no recollection of anything of the kind. I do not recollect having been ordered to destroy any bills.

Q. I wish to call your attention now to the following letter, and then desire you to state what directions were given about the matter:

“NAVY DEPARTMENT,
“BUREAU OF CONSTRUCTION AND REPAIR,
“April 22, 1874.

“SIR: The pay-roll of the month of May must not exceed the sum of \$5,000, to be charged to appropriation construction of eight steam vessels of war.

“Very respectfully, your obedient servant,

“I. HANSCOM,
“Chief of Bureau.

“To Commodore MULLANY, U. S. N.,
“Commanding Navy-Yard, Philadelphia.

“Full copy taken, April 23, 1874.

“JOSEPH FEASTER,
“Foreman of Shipwrights, performing duties of Assistant Naval Constructor.”

A. That was before I took command. I know nothing about that. I took command in June, 1874.

Q. Do you know of any other directions from the head of the Department, or the head of

one of its bureaus, as to similar orders to those?—A. I do not recollect any. There may have been orders. If an order of that kind had come to me, I should have read it, and sent it down to be copied, and the paymaster would have been instructed accordingly, I presume.

Q. The letter which I have just read you is from the official records of your office, is it not?—A. Yes, sir.

Q. State if the letter which I will now read you is from the same official record:

“NAVY DEPARTMENT,
“BUREAU OF CONSTRUCTION AND REPAIR,
“April 15, 1874.

“SIR: The appropriation, ‘construction and repair, 1873-’74,’ being exhausted, you will please approve no more bills for payment under it.

“Very respectfully, your obedient servant,

“I. HANSCOM,
“Chief of Bureau.

“To Commodore MULLANY, U. S. N.,
“Commanding Navy-Yard, Philadelphia.”

A. I do not know anything about that. Commodore Mullany was in charge at the time. That letter is from the official records of the yard, however.

Q. State to the committee, when a sale of any material belonging to the navy-yard is made, or directed to be made, what form of procedure should be used to make such sale lawful.—A. I do not know that I understand the law about it, but I can tell you what the custom was. The custom was, whenever there was a sale, either the bureaus directed the sale of certain articles at auction, or if there was some refuse matter in the way, of no use, when a sale was to take place, it was usual to send round to the heads of the departments and ask them to make out a list of such articles as they had to sell; all material which had been previously condemned. When that list came in it was sent to the auctioneer. When the sale took place, the head of the department who was interested was required to attend the sale and see that the proper things were sold, and that nothing improper was sold. I think that was the routine generally.

Q. I desire to know whether the constructor or any other officer having in charge any branch of the service had authority to select and have appraised and sold any stores or materials belonging to the Government without the knowledge or authority of the commandant of the yard.—A. No, sir.

Q. State whether you had any knowledge of a sale of plumbing material made to W. F. Steele.—A. I do not know of any myself, nor do I recollect of any, unless there was some order from the bureau. I never authorized it; possibly the bureau ordered some material to be sold to him, but I do not recollect it. The authority would be contained in these letters if the sale was ordered.

Q. Suppose he had made a contract with the Bureau of Construction to do certain work, and in that contract he was allowed to make use of all old material which could be reworked under that, would any person have authority to sell or deliver to him any other material which could be reworked under his contract?—A. No, sir; he would not have any authority to use anything without the authority of the commandant in any event. The commandant would be written to and informed, and he would order the constructor to deliver such things to him. I do not recollect of any such transactions, however. I will state that I was away for six weeks in July and August of 1875, and the transaction might have occurred, if there is such a transaction, while I was absent.

Q. Have you any recollection of any sale made to Mr. W. F. Steele?—A. No, sir.

Q. Have you any recollection of any condemnation of any lead, brass, or zinc that was at the navy-yard, the sale of which was made directly to Mr. Steele?—A. No, sir; I do not recollect in fact that there was any condemned brass or lead in the construction department, although there may have been.

Q. Do you remember that Mr. Hartt, the constructor, demanded or requested of you the services of Briscoe?—A. Yes, sir; he asked for him. I think, however, that I declined the request. He then obtained his services from the Department. I thought the man was of more necessity where he was. He was a smart, active fellow, and was very useful to Mr. McKay, and Mr. McKay wanted him to assist him; that was about the amount of it.

Q. I observe here a letter of yours, under date of December 14, 1875, to which I call your attention:

“COMMANDANT’S OFFICE,
“NAVY-YARD, LEAGUE ISLAND,
“December 14, 1875.

“SIR: As Boatswain Briscoe’s services are equally important to the department to which he has been assigned by the Department’s orders, you cannot have his services. Captain Wells will, no doubt, allow him to point out where the material is stowed at League Island. Any arrangement you can make with Captain Wells in this matter, to whom I have referred your communication, will be perfectly satisfactory to me.”

That letter is addressed to Edward Hartt and signed George H. Preble.

A. That is my letter. He was afterward, I think, assigned to duty under Mr. Hartt by orders from Washington. I do not recollect when the order came there. I wrote a letter afterward requesting that he should be detailed from the yard; that his services could be dispensed with. I did not want him any longer. After that Mr. Briscoe went to duty under the constructor until the *Constitution* was launched.

Q. Where is he now?—A. I do not know that. He has been detached recently from the League Island yard. After that he resumed his duty as boatswain on board the *Antietam*. Captain Wells had about the same idea about him that I had: that he was maneuvering around, and when he went on to Washington he got him detached.

Q. Calling your attention to a letter under date January 5, 1876, addressed to Edward Hartt by yourself, which heretofore appears in the record, and which I have read over to you, I will ask you upon what your information was based that Mr. Hartt evinced more anxiety to protect Mr. McKay's interest than the interests of the department to which he belonged?—A. I think that he showed it through the correspondence. In the first place, when Mr. McKay made the offer of \$20,000 to remove everything he said that he could not conscientiously ask him to take less. Afterward another man was found willing to do it for \$10,000. Then I ordered a board to see what material McKay had removed under the first contract for \$20,000 before he was ordered to stop. Mr. Hartt, Captain Wells, and Mr. Hoover were ordered on that board. Mr. Hartt made out, I think, that he had removed about \$11,000 worth, or was entitled to about \$11,000 for about ten hours' work. Captain Wells's estimate was about \$1,900. I thought, after examining the whole matter, that \$2,000 would be ample. Mr. Hartt then wrote me a letter, in which he said that if Mr. McKay had moved one plank out of one of the items of his offer, which was \$1,200, he was entitled to the \$1,200. I thought that looked more as if he was favoring Mr. McKay than his own department.

Q. In the removal of the property from the Philadelphia navy-yard state whether it was brought to your notice, in any way, that the officers of the Government failed in their duty.—A. I do not think they did.

Q. From your knowledge and observation do you think that the interests of the Government were sufficiently protected?—A. As much as they could be under the circumstances.

Q. Were the circumstances such as to interfere with the proper discharge of their duties?—A. Yes, sir; the rapidity with which the work had to be executed created a very great deal of confusion and more or less destruction of property that could not be helped; pulling down the buildings and moving the stores at the same time, and having teams and scows, lighters, tugs, and everything of that kind carrying out material at once, created a great confusion. At the same time six or seven vessels were being fitted out for sea, new houses were being built up on League Island, and it made a great deal of work to be done, and a great amount of labor was compressed into the space of a few months.

Q. State to the committee what urgency or necessity there was in the public service demanding so speedy and hurried a removal of the property of the Government at that time.—A. I was not placed there to judge. There may have been reasons of which I am not aware. I did not see any necessity.

Q. I now desire to call your attention to a letter addressed to the chief of the Bureau of Yards and Docks, under date January 13, 1875, the last two clauses of which I will read for you: "The area of the Philadelphia navy-yard, as ascertained and reported by Civil Engineer M. J. Endicott, 3d April, 1873, is 21.36 acres, or 930,441 $\frac{3}{4}$ square feet. Outside parties have variously estimated its value at \$3 and at \$6 per square foot. The former appears to be a small estimate and the latter almost too much—\$5,582,640, the assessed valuation being \$4,200,000." Was the information which you thus furnished to the Department such information as you had obtained from reliable parties when you speak of outside parties?—A. That part of the letter referring to the \$3 a foot and \$6 a foot was what people were talking out in the street at the time.

Q. You did not, then, call upon any parties to estimate it?—A. No, sir; nobody in particular. I sent to the city books to get the assessed value. That is correct. Out of that would come the dry-dock, which cost \$700,000 or \$500,000, together with the buildings.

Q. Referring to the dry-dock, state your recollection as to a trade made for it with Wood & Dialogue, of Camden, N. J.—A. It was sold at auction, I think.

Q. Was it purchased by them?—A. I think so, although I am not certain. It was a long time before they took it away from the navy-yard, but finally they were allowed to do it.

Q. Had they then paid for it?—A. I think there was an amount due on it, although I do not recollect what that amount was. My impression is that it was some \$20,000 or \$25,000. The cost of the navy-yard up to the time of its sale was about \$2,500,000. That was the actual cost to the Government.

Q. State whether, in your opinion, the Government did not sustain great loss consequent upon the mode and manner in which the material, stores, and buildings belonging to the Government at the Philadelphia navy-yard were removed to the League Island navy-yard.—A. I suppose the stores were all removed in pretty good condition. There was a good deal of other material that was destroyed and broken up in transferring. The stores were hurriedly moved, and it was expected that there would be a good deal of loss. Perhaps some things were stolen in transitu, but I do not know of any.

Q. Were there any complaints made to you that the property was being stolen?—A. No, sir, not frequently. There were several men detected in small pilferings from the yard, and in one or two instances I had investigations. Wherever a case of that kind occurred, I had an investigation by a board. It was reported to me by Mr. Newell. I think that he had lost a large piece of machinery. A board was appointed to investigate the affair, and Mr. Newell was a member of that board. They searched all the shops around Philadelphia, but could not trace the material. Other material was taken out of the yard by Reynolds. The fact was reported, and he was made to carry it back. He said he had taken it by mistake in removing other things.

Q. I observe in your correspondence that you called the attention of the Department to a publication which states that you had been removed at the instance of some one, and demanded a court of inquiry. What reply did the Department give to you?—A. The Department replied to me indirectly, or rather unofficially, in a letter stating that they had no fault to find with me.

Q. Passing from this subject for a moment, I now desire to call your attention back to a letter in reference to the transaction with John Noblit, in which letter it is stated, apparently as if a proposition from Mr. John Noblit had been received to furnish paint-brushes on account of the old iron delivered by him.—A. I recognize the letter by looking at it, but I do not remember the transaction.

Q. I desire to call your attention now to a letter dated Bureau of Construction and Repair, July 14, 1875:

“SIR: Referring to your letter of the 12th instant, No. 109, the bureau has this day approved a bill in favor of S. P. Brown for 250,000 feet, board-measure, lake white-oak ship-plank, \$88 a thousand; extended, \$22,000; 4,000 cubic feet white-oak lake plank-stock, 74 cents, \$2,960; 10,000 cubic feet white-oak seacoast plank-stock, 62 cents, \$6,200; delivered at the naval station, League Island.

“Very respectfully, your obedient servant,

“I. HANSCOM.

“Commodore GEO. HENRY PREBLE,

“*Commandant Naval Station, League Island.*”

Have you any recollection of the transaction mentioned, either in this letter from the chief of the bureau, or your letter therein referred to by him?—A. I do not recollect what my letter was. I recollect approving bills for some large amount like that. Mr. Brown came in with Mr. Harmer, who introduced him to me. He wanted these bills to go off to Washington.

Q. Just previous to that, to wit, on the 8th day of July, had you not received a letter from Mr. Hanscom, in these terms:

“BUREAU OF CONSTRUCTION AND REPAIR,

“*July 8, 1875.*

“SIR: You will please direct that the white-oak timber and plank, and the white-pine lumber and deck-plank offered for delivery by S. P. Brown be inspected, and the report of inspection forwarded to the bureau.

“Very respectfully, your obedient servant,

“I. HANSCOM,

“*Chief of Bureau.*”

A. That, probably, is in answer to a previous letter. I judge the bill followed.

Q. State if a large quantity of stores and material which were delivered at that navy-yard while you were in command, were not under purchases made directly by the chiefs of the bureaus at Washington.—A. All the large purchases were thus made without exception.

Q. Your control of the navy-yard here as a matter of fact was merely nominal, was it?—A. Yes, sir; it was, with regard to all purchases.

Q. If fraud, wrong, or error occurred during the removal of the property from this navy-yard to League Island, who were the parties responsible for it? Was it you as commandant of the yard, or your subordinates under you at the yard?—A. The subordinates under me—those who had the immediate removal of the things—were the ones who would be responsible to me. I in turn would be responsible to the bureau, and the bureau to the Navy Department. It is very like a pile of bricks. But the person who had cognizance of it must have been the head of the department. The commandant could not attend to all those matters. He could only go around and exercise a general supervision.

Q. Does any responsibility attach to the parties who made the orders for the removal of the property and the time allowed?—A. Yes sir; undoubtedly.

Q. If you were not allowed sufficient time, did not you owe it to the public interest to call that fact to the attention of those who were in authority at Washington?—A. I did call it to their attention, not officially, perhaps, but I did in various ways say that there was no time. They knew it as well as I did. I think there is but one opinion about that, and that is that there was but a very limited time allowed to remove the yard. The chiefs of bureaus all knew it. I had conversations with all of them about it first and last.

Q. Did you call attention to the fact that at League Island proper steps were not taken to preserve and protect the property which was being removed there?—A. I think I did. I think you will find in my letters, that I repeatedly wrote that the buildings were not sufficient to cover everything. Whether I wrote unofficially or officially I do not know now, but I know I called attention to it repeatedly. I was writing all the time.

Q. I find in connection with Boatswain Briscoe this telegram, dated—

“WASHINGTON, December 14, 1875.

“To Commodore G. H. PREBLE :

“Direct Boatswain Briscoe to report to Constructor Hartt for duty in connection with launching the Constitution.

“GEO. M. ROBESON,

“*Secretary of the Navy.*”

A. That is the way he was ordered to that duty.

Q. Do I understand you to say nominally he was ordered to the Constitution, but was really under Mr. Hartt's supervision in the removal of the property?—A. I understood that from Captain Wells. I saw very little of that. At the time of the removal I was busy at my work in my office on Broad street from 9 in the morning until 5 o'clock at night, and saw very little of what was going on at the yard; but Captain Wells informed me that Briscoe's principal work was to look after Mr. McKay's stores and assist him.

Q. The telegram which I have read to you was received by you officially, was it?—A. Yes, sir.

Q. I now call your attention to a letter which appears on the records of your office :

“NAVY DEPARTMENT.

“Washington, December 7, 1875.

“Commodore GEO. H. PREBLE,

Commandant United States Navy-Yard, Philadelphia, Pa. :

“SIR : Please give express orders to stop the removal of masonry and the cobble-stones on the roadway and the buildings which were standing in the yard when the sale was made on the 2d instant. All standing walls and buildings, all masonry and roadways not moved previously to the sale, passed to the purchasers by the sale as part of the real estate, and cannot be interfered with by the Government. I am informed that parties are still busy removing such property, under contract or otherwise, and desire that it shall be stopped at once.

“Very respectfully, yours,

“GEO. M. ROBESON,

“*Secretary of the Navy.*”

A. I think there is a telegram from him ordering that work to be stopped before that. I think on the day of the sale he telegraphed me to cease all that kind of work. The order, however, contained in that letter was carried out, I know. The telegram came down on the afternoon of the sale, as soon as the yard was sold, to stop all removals.

Q. Do you remember whether the spare parts belonging to the Ironsides' carriages were delivered to Mr. McKay under his contract to purchase brass, copper, &c., at 16½ cents per pound?—A. I think they were delivered, but I do not recollect about the price. The chief of the bureau said that the carriages were sold to Mr. McKay as a whole. He decided that he was entitled to the metal, I think.

Q. Do you remember for what purpose in June, 1875, under the order of the Chief of the Bureau of Navigation, three boxes of old Causten lights and twenty-four signal-rockets were delivered to O. E. Babcock at Long Branch, N. J.?—A. I do not recollect. They were condemned signals that we were ordered to use up on holidays and festivities. The cheapest way to get rid of them was to fire them away. They were ordered to be used upon the 4th of July, 22d of February, &c. I suppose they were sent to him for the 4th of July celebration. They were condemned and no longer of any use.

Q. Can you state to the committee what duty Constructor Steele performs?—A. No, sir ; he was nominally attached to the Constitution. I never saw him but once or twice. He had special orders, and was going backward and forward. He once went to California. I wanted to know what he was doing there. He said he was not under my orders.

Q. Nominally, he was attached to this yard?—A. Yes, sir ; he was, I think, in charge superintending the building or rebuilding of iron-clads. I do not know what his duties were ; he had special orders. I called him to account for not reporting to me on one occasion, and he said that he had nothing to do with me.

Q. Did he exhibit his orders?—A. No, sir ; I think not. He may have done so. I have forgotten. He was on duty here, and he went to California. When he came back I asked him why he had been away from the station, and he said that he did not belong to the station, but was under special orders. I think he showed me some orders. I am not certain of that, however.

Q. Do you know whether he is interested in any private business of any kind at this place?—A. No, sir; I do not know much about him. His brother is.

Q. Is it his brother or his son?—A. It is his son or brother, I do not know which. He did some work on the Quinnebaug.

Q. As commandant of this yard had you any business relations with the firm of J. Roach & Sons?—A. No, sir; not that I know of.

Q. Or with Seyfert & McManus?—A. I think we had eight or ten iron-clads broken up here, and they were distributed around among the firms. I think two, or, perhaps, more went to Roach. There was also iron sold then by the bureau or exchanged for other iron.

By Mr. HARRIS:

Q. Speaking of young Mr. Steele having the contract to finish some work on the Quinnebaug, state whether or not you authorized the delivery to him at the time that work was going on of any old material.—A. I have no recollection of it, and I only heard of his having the contract outside. I do not think I know anything about it particularly. It may be on file, but there were so many of those things going on that I could not charge my memory with them.

GEORGE H. PREBLE recalled and examined.

By the CHAIRMAN:

Question. I desire to call your attention to an alleged mistake that you are said to have made in regard to a lot of ships' knees which were sold at the navy-yard in this city about the time of the removed of the material therefrom.—Answer. The only knees that I knew of being sold were condemned knees. I think they were all piled in one place, and they had been using them from time to time in a saw-mill and in the houses as fire-wood. It was too expensive to cut them up and we were only anxious to get rid of them. They were lying in a pile, and I recollected asking Mr. McKay one day if he would not buy them. He said no, that he would not take them for a gift; but when they were sold at auction I hear that he paid \$110 for them.

Q. Was that the same lot of knees?—A. Yes, sir; I asked him afterward what he was going to do with them, and he told me that he meant to send them down East and use them in some Yankee ships.

Q. Was that large pile that lay in the center of the yard a pile of condemned knees?—A. Yes, sir; they had been condemned before I came to the yard.

Q. It has been said that you ordered some burned and that they were burned?—A. Some of those were burned, I suppose. They were burning them and using them all the time I was at the yard. Those were what were left.

By Mr. HARRIS:

Q. Then it is your impression that that pile of knees were really condemned?—A. The knees were condemned, I know. They were condemned before I went to the yard.

Q. What was their value?—A. They had no mercantile value. They were rotten and wind-shaken. I considered them perfectly worthless as knees for vessels, and only good for fire-wood, and bad for that, indeed, because it was so difficult to split them up.

Q. One witness here has said to us that they were worth \$2,500.—A. He ought to have bought them. They were sold at public auction.

By the CHAIRMAN:

Q. They were advertised, were they not?—A. I do not know whether they were or not. They had been lying in the yard for a long time.

By Mr. JONES:

Q. Are you sure that the pile condemned and ordered to be burned up had not been burned up, and that this was not another pile? Are you sure that this was the pile that was to be burned?—A. Yes, sir. I was told by the commandant when I came there that those were condemned knees. They were condemned all the time I was there, and we were trying to get rid of them.

PHILADELPHIA, *Tuesday, April 11, 1876.*

CLARK H. WELLS sworn and examined.

By the CHAIRMAN:

Question. State your position in the United States Navy and how long you have been connected with the Philadelphia or League Island navy-yard.—Answer. I am a captain in the Navy, and am at present in command of the League Island station. I joined the old Philadelphia navy-yard in October, 1874, as captain of the yard, then in command of Com-

modore George H. Preble, and in addition to that duty I had charge of the equipment department. I continued on that duty until the 10th of January, 1876, when I was ordered by the Secretary of the Navy to take command of the League Island station, relieving Commodore Preble.

Q. Since you have been connected with the yard have not one or more of the eight sloops of war, known as the Huron, Ranger, and Alert, been completed at this yard?—A. These vessels were brought here and rigged and masted, and their sails were made. The Huron and the Alert were completed here; that is, their masts were put in and some wood-work done. Their rigging and sails and boats were made at the Philadelphia navy-yard. The Ranger was brought to the yard a short time before she was sold, or about that time. She was then removed down to Wilmington and her lower masts were sent there; but the rigging of that vessel and the sails have almost been completed, and they are now on board the equipping-vessel Antietam at League Island; also some of her boats are there at the navy-yard in an incomplete condition. The Huron and the Alert went into commission at the Philadelphia navy-yard.

Q. The Huron and Alert were built by Mr. John Roach, were they not?—A. Yes, sir.

Q. And the Ranger by the firm of Harlan & Hollingsworth?—A. Yes, sir.

Q. Were you connected with any survey or board of examination of any one of these vessels at any time?—A. I was ordered on a survey. It has always been usual, according to the regulations of the service, for the commodore to appoint a board to ascertain if the vessel is in a clean condition below for stowage; that is, to see that her bilge is clean—to see that her store-rooms are in proper order for the reception of her stores.

Q. You were not appointed upon any board of inspection to see whether the vessels were completed according to contract?—A. No, sir; I am pretty certain I was not.

Q. Not upon either one of these vessels?—A. No, sir; not any further than I have stated in relation to their condition below decks.

Q. As a matter of fact, do you know whether they were completed according to the contract by the contractor, or whether anything remained to be done at the navy-yard here or was done?—A. I had understood that there was a naval constructor, Mr. Steele, appointed for that purpose at Mr. Roach's yard.

Q. Do you know whether, during the progress of the construction of these vessels, any material was furnished from this navy-yard to the contractors?—A. There was a change made on board of the Alert in her ladders. Her ladders were too steep. It is my impression that that material came from the Philadelphia navy-yard. There was also a change made in closing one of the hatches of the ward-room; it was the after hatch. That was in order to give a place for the binnacles near the wheel. That was closed over. It was an extra hatch for ventilating purposes.

Q. That was after she was reported to be completed by the contractor, was it not?—A. That was after she was brought up to the navy-yard. In holding the position of captain of the yard, I had only control over my own department, the Equipment and Recruiting, and the police organization, the tugs, and the teams. I had no control over any other department in the yard; but by the order of the Department I was obliged to report anything which I should consider wrong or irregular. That was contained in order or circular No. 10. I was not the executive officer.

Q. From your knowledge or information during the progress of construction, state whether material was obtained from the yard by either one of these contractors for the purpose of completing these vessels, or for the alleged purpose of completing them?—A. That I could not state positively, because I never saw the contract.

Q. Was material obtained from the yard at all during the progress of construction?—A. There was material obtained from the yard in the changing of these ladders and in closing up the hatch.

Q. You know of no other?—A. I do not know of any other to my knowledge.

Q. Have you any information in regard to that?—A. No, sir.

Q. I mean material, while they were in the hands of the builders, being taken down there?—A. I am not aware of any material having been taken down there to any of the contractors.

Q. Do you know anything about the purchase of a yacht called the Sea Weed?—A. I only know from hearsay. I know that a small steamer was brought to the Philadelphia navy-yard.

Q. Is she used in the regular service or for any special or specific purpose?—A. I understood that when she was brought there she would be used for carrying workmen down to League Island and for general navy-yard purposes, such as towing timber.

Q. Was she not rather a fancy vessel?—A. She was fitted up just the same as any purchased vessel would be, and had been used, I understand, for a pleasure-boat.

Q. You know nothing about the purchase or the terms of it?—A. No, sir; not of my own knowledge.

Q. Do you know anything about the hiring of a steam ferry-launch called the Burlington?—A. Yes, sir.

Q. Was she not hired or rented at the rate of \$1,000 a month?—A. Yes, sir. I have here data with reference to the Burlington which I conceived it to be my duty to take, from the

fact that she is now at League Island, and I do not want to appear ignorant of anything in relation to my command. That was my reason for putting the affair in writing in order to give an intelligent answer. The steamboat Burlington was chartered from Wood, Dialogue & Co. for six months, or as long as the Government needed her, for \$1,000 a month. The date of the charter was October 9, 1875. This was anterior to my commanding the station. The six months expired April 9, 1876. I reported to the Bureau of Construction that in a few days the charter would expire, and I asked further instructions. The date I cannot say, but it was very recently, and just before the expiration of the six months. The bureau replied that I should still continue to employ her until further instructed by them. Recently, she has been employed in conveying material to Wood & Dialogue for the Constitution, which is now being repaired by that firm.

Q. What has been the use and necessity for that ferry-boat during the last six months?—

A. While the material of the old yard was being removed she was used for the transportation of such material. She is a vessel of considerable capacity and would stow a large cargo of timber, particularly. At that time we had but two tugs, the Pilgrim and the Sea Weed. They were not adapted for carrying any large cargo, or material; but for towing purposes they were used a great deal, and pretty much altogether for the removal of material down to the new yard at League Island.

Q. While using the vessel in that manner, during the process of removal, admitting her use and necessity for that purpose and occasion, what has been the use or necessity of her employment since?—A. In the transportation of material to the Constitution chiefly, and altogether, I should judge.

Q. Was not the Burlington laid up for a long time unemployed or unused?—A. She was laid up for several months during the winter, and for a part of that time her hands were paid off, and the vessel was in the charge of three ship-keepers.

Q. The ship-keepers were paid for their services by the United States?—A. Yes, sir.

Q. The rent or hire of her was going on during that period of time?—A. Except when the hands were paid off or suspended.

Q. Was her rent then suspended, or her hire suspended, for that period of time?—A. I should judge not. I do not know, but I should say no.

Q. Have not the bills been regularly approved?—A. They have been regularly approved.

Q. Could not the Government, with due regard to economy, have dispensed with the rent of that vessel after the removal of these heavy timbers that you speak of?—A. Yes; I think for a few months they could have dispensed with her services, particularly while there was a great deal of ice in the river.

Q. Could not the Government now, with due regard to economy, dispense with the use of that vessel and employ tugs and barges or scows at a much cheaper rate?—A. As I have stated before, the Pilgrim is not adapted for carrying any large cargo, and she has been under repairs for several months, leaving us with one small tug, called the Glance, but she has been used for transporting workmen from League Island to the city on account of the bad condition of the road leading to League Island, which, during the winter, was almost impassable. If the Glance had been used for towing this material, a great deal of it would have been obliged to have been put in the water and rafted, and there would have been no means of getting the workmen to League Island except by land. The Glance is not adapted for the carrying of anything but passengers, on account of her peculiar construction.

Q. You say you have got but one tug to do that towing?—A. Two; but the Pilgrim is a larger tug than the Glance. She has, however, been under repair from being in constant use.

Q. What has become of the Sea Weed?—A. Her boiler is now being repaired. It was hoisted out.

Q. How long since she has been up for repairs?—A. She was brought down to League Island at the time that the old yard was given up.

Q. Which was about the 2d of January last?—A. The yard was sold December 2, 1875, and it was delivered January 23, 1876. She has been there during the winter, laid up.

Q. Waiting to be repaired?—A. I do not know whether she was laid up for that purpose, but we had no use for her.

Q. During that period of time you were paying rent for the Burlington?—A. Yes, sir.

Q. Coming right to the point, taking this contract for the rent of the Burlington, has it not been a piece of extravagance upon the part of the Bureau of Construction, and could it not have been avoided?—A. I would not like to express a decided opinion, when you take into consideration that for anything that is rented by the Government you always have to pay more as a rule than when you rent anything for private parties. There is always a disposition to get ahead of the Government.

Q. That you would say is the case also in regard to time as well as money. I mean renting or hiring the boat when it was not really employed?—A. I look at it in this light: that when the Bureau of Construction agrees to take a vessel for the period of six months, the department then is bound to comply with the terms of that contract.

Q. Suppose the contract upon the face of it allows the Government the privilege of using it only for such time as the Government may choose?—A. Then I think it would be better to give it up if it is so expressed. I do not know that it is so expressed on the face of that contract.

Q. If it is so expressed in the contract, her retention or continuance in service was a piece of extravagance, was it not?—A. I think it was very liberal on the part of the Government.

Q. In addition to the vessels named, the Huron, Alert, and Ranger, contracts for which were given out prior to your connection with this yard, according to your statement, have there been any other vessels rebuilt or repaired by contract during your connection with the yard?—A. The Quinnebaug was given out.

Q. To whom?—A. I think Neafie & Levy.

Q. And also the Constitution?—A. The Constitution was given out to Wood & Dialogue.

Q. Were there any others?—A. There was also a small tug called the Mayflower to be repaired by Wood & Dialogue. She is now undergoing repairs and nearly finished. That I know nothing about officially, as the contract was made or the arrangement was made by the bureau; it did not come through the office; that was before I took charge.

Q. By whom was the contract made?—A. By the Bureau of Construction—by Mr. Hanscom.

Q. It was made directly by the bureau?—A. So I have understood.

Q. Are you able to state to the committee whether, in the case of the Quinnebaug, any board of survey or examination was organized to ascertain the probable extent of the repairs demanded, and the probable cost of such repairs?—A. No, sir.

Q. There was not such a board?—A. I have never known of anything of the kind. I was not on the board, if any such was ordered.

Q. Was there any such board in the case of the Constitution?—A. Not that I know of.

Q. Have you any knowledge or information that any such board was had in the case of the Mayflower—that is, at the time of her going there?—A. The assistant naval constructor, Mr. Hoover, and the naval constructor, Mr. Hichborn, were ordered by the bureau to examine into her present condition, and to make an estimate of the work which had been done by the firm of Wood & Dialogue.

Q. You are aware that under the law, wherever repairs are called for in amount exceeding \$3,000, a board must be constituted, commencing with certain line-officers and going through with a staff-officer and certain machinists of the yard where the repairs are to be done?—A. I am not aware of that.

Q. You say no such board was held in the case named?—A. Not to my knowledge.

Q. Would the records of the yard here show that any such board was ordered?—A. I presume there would be a record of it in the construction department, as the head of that department would naturally be on the board. The reason why I cannot answer your question distinctly is from the fact that I was confined to my particular department, as the captain of the yard, which was the equipment and recruiting department.

Q. Since your connection with this yard, has the Government had the facilities in labor and material to do the work of repairing upon the vessels named, the Quinnebaug, the Constitution, and the Mayflower?—A. If the old yard had not been sold, that yard would have had the facilities for doing the work on the vessels that you have mentioned.

Q. In the year 1873 did they not have the facilities to do it?—A. I was abroad at that time and was not connected with the yard. I had been abroad from 1870 to 1874.

Q. From your connection with the yard, I ask you your opinion as to the advantage or disadvantage to the Government in doing the work of rebuilding, building, or repairing by contract or having the same done at the yards under the control of the Government. In other words, is it to the advantage of the Government to have the building, rebuilding, and repairing done by contract, or should it be done at the navy-yards?—A. I have always been of the opinion that work should be done at a navy-yard, as it is generally done in a more substantial way.

Q. Is there any advantage in the selection of timber?—A. Yes, sir; I think that as a rule we are more particular in the selection of timber than outside parties would be.

Q. What would you say as to the motive and the interest or profit controlling one party or the other, the Government agents or the contractors?—A. Of course, contractors endeavor to make as much money as possible; that is, they are more careful of their own interest, and unlike Navy officers, whose duty it is to defend the interests of the Government.

Q. How does contract-work compare with the work done by the Government?—A. Their work is not as good, although there is a difference; some contractors will do their work better than others.

Q. Since your connection with the yard here, has any contractor been allowed to perform labor at the yard?—A. Yes; a contractor was allowed to bring his men in and work on the Quinnebaug for a long period of time. I could not say how long; I should judge about three or four months, probably.

Q. Was the Government engaged in any work on her at the same time?—A. No, sir; that is, no wood-work; the engines and the boilers were manufactured at the Philadelphia yard.

Q. Would you say that it was detrimental to the Government interests to have contractors perform their labor at the yard?—A. I think it gives rise to a good deal of confusion. The contractor's men work under the ten-hour system; navy-yard men work eight hours; and the introduction of men in a navy-yard not connected with it except by contract might lead to a great many irregularities.

Q. Does it not furnish an opportunity for thieving?—A. Yes, s'r; we are unable to have the same control over them that we would over our men. I certainly am opposed to the contract system in time of peace.

Q. Under whose orders were the contractors for the Quinnebaug allowed to occupy the yard?—A. It must have been under the orders of the Secretary of the Navy.

Q. I understand you to say that that was for the period of three or four months.—A. That was for the period of three or four months previous to the abandonment of the old yard. I could not state the precise time, because, as I have said before, in the position of captain of the yard, I had not access to all the official papers.

Q. During that time did they procure from the stock on hand materials belonging to the Government of the United States?—A. My impression is that they were allowed the material for the completion of that ship, as, to my knowledge, there was no material brought there by the contractors. I think it was a part of the contract, although I am not certain, that we should furnish the material. They were to do the labor.

Q. Who was your gate-keeper or detective?—A. A man named Mellick.

Q. Did you have any other person at the gate except him who was technically known as the gate-keeper?—A. The captain of the watch was there.

Q. What was his name?—A. We had two there; a man named Mitchell and a man named Wilson. In addition to that, we had a sergeant of marines with a sentry.

Q. What was his name?—A. They changed from time to time; one had been acting as sergeant whose name I have forgotten. They would very often make a new detail.

Q. Do you know at whose instance or request these watchmen were appointed?—A. Most of the watchmen, when I joined the Philadelphia navy-yard, had been selected from those who had served during the war in the Army or Navy. We had about twelve, with two captains of the watch.

Q. Since that time has there been any change made?—A. When the yard was removed to League Island they had a force of watchmen there, and we were limited, I think, to fifteen watchmen and two captains of the watch. There were then at that time twelve at League Island, and under that order it became necessary to reduce the force, retaining the best of them. Some of the discharged men were afterward employed in the various departments of the yard.

Q. Are you familiar with the form in which articles are passed out of the yard?—A. I am. The heads of the departments would always attach their names to the pass in going out of the gate. That would be presented at the gate to the detective, who would examine and ascertain if the articles corresponded with the pass. These passes would then be returned to the office of the captain of the yard, to his clerk. If he saw that there was anything irregular, it was his duty to show them at once to the captain of the yard; and they were always entered in a book kept especially for that purpose.

Q. Your position was captain of the yard?—A. Yes, sir.

Q. During the period that you held such a position were any reports made to you of attempts to pass illegally or improperly any articles out of the yard?—A. No, sir; not that I have any knowledge of.

Q. By whom was this gentlemen that you call Mellick appointed?—A. I found him there when I joined the yard. He had been appointed, as I understand, by the Secretary of the Navy.

Q. Do you know of any abuse about the yard during the time that you were connected with it?—A. During the time I was connected with it, and referring to that period when the yard was about being removed, I had some seven or eight men arrested for thieving.

Q. Were they employes in the yard?—A. Some of these men belonged to the contractors. I think nearly all of them did. They were laboring men. They were arrested by the watchmen under a general order that all persons taking property belonging to the Government should be arrested on the spot. Some of these men were afterward tried in the civil courts and convicted; and they got one or two months' imprisonment.

Q. They were the employes of the contractors?—A. There were some belonging to Mr. McKay, and I think one or two belonged to Mr. Rice.

PHILADELPHIA, April 13, 1876.

CLARK H. WELLS recalled.

The WITNESS. I should like to make one or two corrections in my testimony given a day or two ago. I am desirous of substituting the word "stores" instead of "cargo," with reference to the stowage of a vessel. And also another correction: in addition to those stationed at the main gate of the navy-yard in the nature of police, there was a marine officer, called the officer of the day.

By the CHAIRMAN:

Q. Do you know of any abuses about the yard since you have been connected with it?—A. I hardly understand you. I know that there are a good many things which could have

been improved upon. One is this: I would recommend the restoration of the old system of having the executive officer next to the ranking officer or commandant of the yard, with supervision over all the other departments.

Q. And with power to control and discipline?—A. Yes, sir; I think it would be better. In that way you would have a more thorough knowledge of what would be going on in the yard. The executive officer, instead of being captain of the yard, should be the next ranking officer to the commandant, as it was some time ago. I think it would be better for the interests of the Government to go back to the old system.

Q. I will ask you if, practically, each bureau of the Navy is not more or less, in its operation and superintendence, kept distinct in the management of the yard.—A. I think so. I think they are a little too independent of each other, and under the present system they are independent of the captain of the yard.

Q. I ask you specially if this is not an abuse, in your opinion, said opinion being founded upon your knowledge and experience: the appointment and selection of employes of all characters, classes, and description, made by heads of bureaus at Washington, or by the Secretary of the Navy, which employes are put into the yard by their independent action?—A. I think that the foremen and workmen should be selected by the head of the department in the yard, subject to the approval of the commandant.

Q. Is it not the fact that a great many of the employes of the yard are designated either by the head of the bureau or by the Secretary of the Navy?—A. I know that some have been appointed in that way.

Q. And they have gone to the extent, have they not, of designating the place that they shall occupy in the yard?—A. Yes, sir; in some instances.

Q. In the recent removal of property from the yard, state if, owing to the shortness of time in which it was allowed to be done, and the fact that the contractors who were engaged in the work of removing were also purchasers of property ordered to be sold by the Government, there was not an opportunity of very great abuse and fraud being perpetrated upon the Government.—A. The time, certainly, was very short for the removal of the yard: it was a good deal hurried. There was considerable property there that was sold at public sale about which I have my doubts very much whether any of it would have been of use to the Government; it would have been of very little use. I have my doubts whether it would have been worth while to transport it for any use to which it might have been applied thereafter.

Q. I am not now asking as to the propriety of the sale, but the fact was, that at least some of the contractors for the removal of property from the yard to League Island were also interested in the property that was sold, were they not?—A. I could not say that.

Q. I refer particularly to this fact: Was not Mr. Nathaniel McKay a contractor for the removal of property?—A. Yes, sir.

Q. Was he not interested in and actually the purchaser of some of the property that was condemned and sold by the Government?—A. Yes, sir.

Q. He was there removing his own property upon one hand and removing the property of the Government upon the other hand?—A. Yes, sir.

Q. And had his employes, at the same time, in the yard?—A. I do not think the material he bought there was of any use to the Government, so far as my knowledge went; now, whether he was influenced by any other consideration as a contractor, in buying material in a questionable way, I could not say.

Q. I am still not upon that point. The fact did, however, exist, that the contractor, McKay, who was also the purchaser McKay, was engaged at the same time in removing property under his contract with the Government and removing property under his purchase from the Government. He had his employes there at the yard at the same time, had he not?—A. Yes; he bought property at public sale as anybody else would have been allowed to do.

Q. McKay did not, however, haul one day for the Government and the next for himself, did he?—A. No, sir.

Q. Did he not haul or the employes under him haul at the same time alike for the Government and himself?—A. I could not say that of my personal knowledge.

Q. Was there not a great deal of confusion in the removal of that property?—A. There was a great deal of confusion incident to the number of men at work and the time.

Q. They necessarily had to employ a large number of men owing to the shortness of the time?—A. Yes, sir.

Q. I will ask you if constant repeated complaints were not made to the commanding officer of the wanton destruction of property and of the unlawful removal of property?—A. I had heard that property had been injured in the removal of it, but whether those reports were, as you have stated, to the commandant, I do not know anything about. There necessarily was some material injured in the tearing down and in the removal thereof.

Q. Do you know of any complaint being made that property was unlawfully taken away from the yard?—A. There was property stolen by men as I have mentioned in my prior examination.

Q. You were upon two or three boards, were you not, which investigated these facts?—A. Yes; I have reference now particularly to the cases of men whom I had arrested for thieving, but there was property belonging to the Government in the steam-engineering de-

partment which disappeared. I was appointed with Captain Cromwell and Assistant Engineer Rowbotham to investigate it by order of the commandant. I have a report of an investigation regarding the theft of some pipes and composition boxes, &c., belonging to the steam-engineering department based upon a report by Engineer Newell. Myself, Commander Cromwell, and Assistant Engineer Rowbotham were on that board. The order of the commodore to investigate it was dated October 6, 1875. We examined quite a number of the officers, taking their written testimony. In addition to that testimony quite a number of shops on the outside were visited for the purpose of identifying and recovering this property, but we failed to obtain even a clew to it.

Q. Were you one of the parties who went to investigate what had been stolen at Queen street wharf?—A. No, sir; I sent Mr. Rowbotham up there, and I think I also requested Chief Engineer Newell to investigate it.

Q. Why did you allow those men to be stopped from going into that warehouse?—A. I never heard that they were stopped. I heard that they were obstructed; that there was fault found by Mr. Reynolds with their going into that shop for the purpose of examining it.

Q. Why did you submit to their being obstructed?—A. I never heard that they had been prevented from going in there. They did go in there, as near as I can remember from what Mr. Rowbotham told me. They went to Mr. Roach's, and went to several other yards. This report of that board was dated November 16. It sat for a number of days taking testimony. I desire to state in relation to that matter that these steam-pipes were lying in an exposed part of the yard where there was other material belonging to the steam-engineering; though, if there had been even ordinary care on the part of the officers belonging to the steam-engineering department, I do not see how it is possible that that material could have been removed from the yard. Those pipes were made of copper.

By Mr. BURLEIGH:

Q. How long were they?—A. I judge they were 15 or 20 feet long and about a foot in diameter. I saw them several times.

Q. Were they removed in day-light?—A. We never could find out. We heard that they had been loaded in one of John Roach's wagons and then the property was identified by some workmen there, and it was unloaded and afterward disappeared.

Q. Was it lying loose?—A. It was lying exposed.

Q. For how long?—A. I do not remember. There was a great deal of old material there, and the yard was a small one, and a good deal of it was piled up and could not be put away.

Q. That had been lying for how long?—A. For some months I should judge. I could not say exactly how long it had been at the yard.

Q. What was that copper worth?—A. I believe copper sells at 30 or 40 cents a pound. I am not certain. I think they valued the property at about \$1,000.

Q. And nobody knew anything about it?—A. No, sir; I personally superintended the removal of the stores in the equipment department, which were valued at between seven and eight hundred thousand dollars, and nothing was lost during the removal.

By the CHAIRMAN:

Q. I desire to call your attention right here to a statement that purports to be a part of the statement of William P. Reynolds. It is in these words: "Since I came to think of it, I believe there was and is still an understanding between the firm of Seyfert, McManus & Co. and Mr. McKay, by which we are to share alike the profits and loss in the purchase of material from certain departments of the United States Navy not limited to this yard." Do you remember that Mr. Reynolds made any such statement?—A. That was his statement in the course of that investigation.

Q. Did you swear him?—A. I do not think we were allowed to swear a witness.

Q. Was there any other investigation made?—A. Yes, sir; I was also one of a board with Chief Engineer Newell and Civil Engineer Stratton to inquire into the circumstances mentioned in the report of Mr. W. L. Room, former mason, in relation to articles purported to have been taken by Mr. Reynolds. Our report was as follows:

"PHILADELPHIA, December 27, 1875.

"Commodore PREBLE:

"SIR: In compliance with your order of 18th instant to inquire into the circumstances attending the loss of property as stated in the report of W. L. Room, former mason of yards and docks, we respectfully make the following report which is based on a personal investigation of the two new warehouses outside of the yard by two members of the board, Chief Engineer Newell, and Civil Engineer Stratton, and who found belonging to yards and docks taken there by Mr. Reynolds one lot of cast iron, part of capstan weighing about 1,000 pounds, and one lot of bolts, but could not form an accurate idea of the weight; it might have been a few hundred pounds, or might have been 1,000 pounds. The store houses referred to contained other property which Mr. Reynolds had purchased at the yard belonging to other departments, but nothing else was discovered which belonged to the Government. We would recommend that the property belonging to yards and docks heretofore mentioned should be returned by Mr. Reynolds to League Island at his own expense."

That was done by Mr. Reynolds after he had been notified of the fact.

Q. Were there any other investigations made?—A. In addition to that I discovered lying in one of the lighters which was being loaded with material purchased by Mr. Reynolds, part of an anchor-stock belonging to the equipment department, which I recovered, informing him that that property belonged to the Equipment Bureau. In addition to that I recollect of having taken from one of his scows a small chain which belonged to the equipment department.

Q. Have you knowledge of any further unlawful removal of property during that time?—A. No, sir; I think not.

By Mr. BURLEIGH:

Q. Is this Mr. Reynolds the same man who had charge of the removal of iron, and who represented Seyfert & McManus when the iron was being removed to clear up the yard in the night-time?—A. He is said to have represented Seyfert & McManus, but I have been under the impression, however, that he was employed by Mr. McKay.

Q. Was he at the yard at the time of the delivery of this iron in the night-time, to your knowledge?—I mean when they were cleaning up the yard at the wind-up?—A. He was about there a good deal up to the very day that we abandoned the yard, off and on.

Q. You do not know whether he was there by night or not?—A. He might have been there after dark, as McKay and others were.

Q. Was he there by day?—A. He was there a good deal during the day.

Q. And looked after the removal of iron?—A. Yes, sir.

Q. You were not there of a night?—A. I was there very often after dark, and down early in the morning.

Q. Did you see him and McKay there after dark?—A. No, sir; I have no recollection of seeing him there after dark. The quarters where the officers formerly lived were torn down, and when I would leave at night I would inform the officer of the day, and issue additional instructions to the police force.

Q. Then you were not there by night, so that you do not know much about the manner of removing material from the yard in the evening?—A. I am pretty certain that no material was removed from there during the night, but lighters were loaded up toward the latter part of the time.

Q. You do not know that no lighters were removed from there during the night?—A. I know that from the watchmen and from the captains of the watch, who were reliable men.

Q. You know they were loaded during the night?—A. Yes, sir, toward the latter part. The lighters were kept there, and then towed away in the morning.

Q. Was there no moon during those nights?—A. It occurred in the months of November and December.

Q. Did your watchmen inform you who was looking after the delivery of this material?—A. The system was this: when a lighter would have any valuable material on board, the watchmen would be specially instructed to look out for it, and some of the departments, particularly the steam-engineering, would put a man belonging to the department on board of that lighter in addition to the watchman.

Q. Were you in charge of the yard at that time?—A. I was in charge of the yard in this way: after Commodore Preble's quarters had been torn down, with mine, he moved up to Broad street, and I was obliged, under his orders, to attend to all the duty in the yard, and if there was anything of importance to refer it to him: that is, any correspondence with the bureau or the Secretary of the Navy. Orders must come through him, or he made by him.

Q. Do you know who had charge of the delivery of this iron to Seyfert & McManus, and that going to the navy-yard at the same time during the night while it was being removed?—A. I do not recollect of any article having been removed from the navy-yard at night; that is, late at night.

Q. I do not mean from the navy-yard, but from the place where it was piled to the wharf; either from the store-shed, or wherever the iron was piled up. Have you any knowledge of its being removed from the pile in the yard to the wharf in the night?—A. No, sir; there was material removed after dark on board lighters by McKay and Reynolds's men, McKay's men particularly.

Q. Have you any knowledge of the removing of any iron in the night-time from the place where it was piled, to the wharf, by McKay's men or Reynolds's men, or any one else?—A. It must have been removed in that way by night by them.

Q. Have you any knowledge of its being moved?—A. I must have had a knowledge, because they worked after dark.

Q. Who was there, after dark, as a Government officer, to look after the removal of that iron, to see that it did not go to the wrong place?—A. Most of the officers left after dark.

Q. Who was left to superintend the removal of that iron from the place where it was piled to the wharf?—A. The order was to allow the contractor's men every facility in the removal of material. Consequently, they worked after dark, but there was a general supervision kept over them by the officers of the yard up to that time and sometimes after dark. I very often remained there after dark.

Q. After dark, who then remained if you went away?—A. I could not say that at night any officers remained there any further than the captain of the watch and the watchmen.

Q. I understand you to say, then, that after dark the contractors had the charge of removing the material from the yard without the supervision of any officer?—A. They had the charge of the removal of the material for which they had contracted, but not any other article.

Q. If, as we understand you, they were removing that iron, and part of it was to go to the Government at League Island and a part of it to Seyfert & McManus, and the iron laid in one store-house, who was there, on the part of the Government, to point out what iron was to go to League Island and what part of it was to go to Seyfert & McManus?—A. I presume that the head of the bureau to which the material belonged would point out the material to be removed and designate what material was to be put in the lighters and to be taken away.

Q. I understood you to say that the officers of the yard had left previous to that time of night?—A. Yes, sir. I could not say whether any officers remained late at night or not.

Q. Whose duty was it to see that officers remained there late at night to look after the removal of this stuff?—A. I had no orders to remain there after dark. I remained there as late as I could.

Q. Whose duty was it, according to the rules of the service, to see that officers superintended the removal of Government property when the property of individuals was to be removed at the same time?—A. I think it was the duty of the commodore to have issued a special order on that point, requiring the officers to be there all the time, day and night, but there were no quarters for officers at night.

Q. From your knowledge of the removal of the material of the navy-yard, toward the final closing up of the moving, would you state that it was done in a manner conducive to the interests of the Government?—A. I think it would have been better for the interests of the Government if there had been more time for the removal of the property.

Q. Why?—A. If they had been given more time, they would have, necessarily, exercised more care; it would have been done by a certain time, and, although it might have cost more to the Government, I think, from my experience, it would have been better if the yard had been moved by the Government employés.

Q. I understand you were the executive officer of the yard?—A. No, sir; not the executive officer. I was the captain of the yard.

Q. Does not your duty require you, if anything is going wrong in the yard, to report to the commandant of the yard?—A. Yes, sir, always; anything of an irregular character. I never failed so to do.

Q. Do you or do you not know that iron from the same pile was taken out of the shed, part of which went to League Island and part of which was sold, as old iron, to Seyfert & McManus?—A. No, sir; I do not. If I had known that, I should have reported it at once and stopped it.

Q. Did you or did you not know that composition-metal was being removed from the yard in scows and mixed up with iron without being weighed?—A. No, sir.

Q. Have you learned since that such was the fact?—A. I knew that bars of copper were removed in lighters and taken to League Island.

Q. Do you not know that they were taken to the store-house of Seyfert & McManus?—A. No, sir; if I had known that I would have reported it and stopped it.

Q. Did you take any steps to find out whether such things had been done after the newspapers had reported it?—A. I did everything that was in the power of an officer to do. I was on my feet there from early in the morning until after dark in every part of the yard doing all I could to protect the interests of the Government.

Q. You say that you knew that certain gentlemen were sent from the yard to see if material that had been bought was in that store-house? You knew of that?—A. Mr. Reynolds had bought property at public sale, and he carried material into that store-house.

Q. And it was reported to you that he had property there that he did not buy at public sale?—A. There was a report made by this former mason, and upon that the commodore ordered the board. The report was made to him. At that time Commodore Preble was there.

Q. Do you know anything about that report?—A. It went through Commodore Preble. I was one of the board for the investigation of it.

Q. Do you not know that these men were refused admittance to see whether the Government had any property there or not?—A. I heard Mr. Rowbotham say that Reynolds had prevented him, or tried to prevent him, from going into that yard.

Q. Do you not know that he did succeed in preventing him?—A. I am not certain of that.

Q. Was it not your duty as captain of the yard, when you knew that he had been prevented from going into that building, to have reported it?—A. If he had reported that to me I would have taken steps to have visited that yard by due process of law, as it was out of the jurisdiction of the navy-yard, but I have no recollection of any report of that kind having been made to me except by hearsay.

Q. Did you state that you were on the board to investigate it?—A. Certainly.

Q. Do you not know that it was a fact that they were obstructed and were not allowed to go into that store-house to see?—A. Yes, sir; I have heard that since. Mr. Rowbotham was on the board with me.

Q. Why did you not know of it at that time? Who attended to the duty of the board? Why did you not know whether you could get into it or not?—A. If I had known at the time that that material was there, I should certainly have gone.

Q. If you were on the board, as you say you were, why did you not go into the store-house and find out?—A. Because Mr. Rowbotham and one other officer went. It is not usual for the whole board to go and investigate a place. One or two of the members would be sufficient.

Q. I understand that two of them went, and the other did not see fit to inquire the result of their investigation. Is that what you mean?—A. No, sir; I do not.

Q. Was there laxity here in the officers of the yard in doing this work?—A. I felt just as much interested in the investigation of that theft as they were, and probably more, from the fact that there was more responsibility resting upon me as a line-officer of the yard.

Q. But where is the evidence of that fact?—A. The evidence is in this elaborate investigation.

Q. The evidence is that your board went there and was refused admittance by a clerk, and the thing dropped. That is the evidence. That is to the best of your knowledge, is it not?—A. I took the trouble to inquire into anything in which the Government had been defrauded.

Q. The report was made to you that there was Government property in the store-house, and you were on the board to investigate that matter, whether it was there or not. You, the superior officer of that board, learned that you were obstructed in going into that store-house, and you could not ascertain whether there was any Government property illegally in there or not. What excuse do you present here or anywhere else for not taking measures to find out whether that property was there or not?—A. I was not perfectly certain that there was any property in that store-house, except from hearsay. If I had been certain, I certainly would have gone there myself.

Q. What was the board chosen for?—A. To investigate the loss of this property and all the circumstances connected with it.

Q. Was it not suspicious when you could not go into the store-house to ascertain whether that property was there?—A. I should think it was very suspicious.

Q. Should not you as a zealous officer have prosecuted that investigation?—A. I have never had my zeal questioned before since I have been in the Navy, and you will find that my record in the Navy is such that my integrity as an officer has never been questioned.

By Mr. JONES:

Q. What report did Mr. Rowbotham and this other gentleman who went over there make when they came back to you?—A. I have here Mr. Rowbotham's statement. He was one of the board, but he gave testimony in relation to the matter as well as others.

Q. Is that the report of the board or only of Mr. Rowbotham?—A. This is the report to the board by him:

"Wm. ROWBOTHAM, assistant engineer United States Navy."

"Q. (By the BOARD.) Tell all you know about articles that are mentioned as missing from the engineer's department.—A. The brasses and stuffing-boxes I have no knowledge of having seen, but the two pipe-bends spoken of I saw lying in front of the machinery-shed on that part of the yard known as the new purchase. I do not remember the exact date, but I believe it was as late as the latter part of September, and I missed them from that place on the 18th of October. The pieces missing being too large for any person to carry out of the yard, I arrived at the conclusion that they were taken out of the yard by some one or more of the many wagons that were employed by purchasers of material in the yard or by some one or more of the teams employed by contractors in removing stores, buildings, machinery, &c., from the yard to League Island. In conformity with instructions of the board I have visited Messrs. Seyfert, McManns & Co., in company with the directors of the yard, and was informed that nothing but iron had been delivered to them. They took the delivery of the material at the different railway depots and warehouses in the city from which they were to be shipped to different parts of the country, Reading, New York, and other points. But among their invoices there is nothing of the nature of brass or copper, and Mr. McKay, contractor, denies having sent any of the material of the above description to League Island."

By Mr. BURLEIGH:

Q. Is that all that is said in regard to visiting that store-house?—A. Yes, sir; so far as I know. I will look through the testimony and see. If there was any time in which I ever did exercise more vigilance than ever, it was in the removal of that yard.

Q. Would it have been detrimental in any way if the Government had commenced moving its departments at an earlier period, either by their own employes or by contract, so as to have avoided so much confusion?—A. I think myself that it would have been to the interest of the Government to have taken a larger time to remove the material.

Q. I ask you, was there anything, in your opinion, on the part of the Government to prevent it from having done that?—A. Well, that I do not know.

Q. Was there any necessity in the public service requiring such haste in the removal of that property? In other words, could not the Government have postponed the sale for four or six months so as to have allowed plenty of time without any confusion in the removal of the property?—A. Yes, sir; I think so. I think it would have been better. I do not know anything further than that they wanted, I presume, to build up League Island navy-yard as soon as possible.

By Mr. JONES:

Q. Could they not have commenced to remove this material six months sooner than they did? What was going on in the yard that would have prevented it?—A. I do not know that. It was done by the Navy Department.

Q. Why could they not have commenced on the 1st of July or the 1st of August?—A. I think myself it would have been better if they had commenced earlier. We had been removing material, but not to any great extent. For instance, we had removed the anchors and chains some time before.

By the CHAIRMAN:

Q. In the hurry and confusion incident to the removal, state whether, in your opinion, there was not great loss to the Government?—A. I do not think there was great loss. I think there was some considerable loss. I looked upon that as incidental to the moving of an establishment of that kind. There must necessarily be some loss in such cases.

By Mr. BURLEIGH:

Q. Supposing you learned that there were three or four lighter loads of composition or metal removed from the yard without being weighed, what would you think of that?—A. Material was moved to the scows without being weighed.

Q. And from the scows to some other part of the city rather than to League Island?—A. No, sir; taken to League Island. I have no knowledge of the other matter.

By the CHAIRMAN:

Q. Are you enabled to state to what extent repairs have been made on any vessel of the United States here within the last three or four years?—A. For the last three or four years I happened to be abroad. I was off in 1870 on a foreign cruise until January, 1874.

Q. What time did you come on duty here?—A. In October, 1874.

Q. Since that time to what extent has repairing been done at the Philadelphia navy-yard or at League Island?—A. The Quinnebang was rebuilt, but she was pretty well under way when I joined the yard.

Q. The Quinnebang is now in the hands of a contractor, is she not?—A. Yes, sir; to finish her.

Q. Have there been any other vessels repaired to a very large extent?—A. In addition to that the Constitution is now over at Wood & Dialogue's being finished.

Q. Were there any very extensive repairs done to her at the yard?—A. They planked her up. We made some of her masts in the rough, which are now down at League Island. They want banding. We made some of her rigging and sails.

Q. State if the contractors at work on the Quinnebang and Constitution got their material from the navy-yard?—A. Yes, sir; it was furnished them from the navy-yard. The Government furnishes the material and they do the work.

Q. I am reaching this point: Inasmuch as it seems to have been the policy of the Navy Department to put into the hands of Messrs. Roach, Cramp & Son, Neale & Levy, Wood & Dialogue, and others, the repair of vessels, what use is there to the Government in maintaining a navy yard at this point? If that policy of the Navy Department is to continue, is it not better that the Government should cease its connection with this navy-yard?—A. I have always taken the ground that the Government should do its own work at its navy-yards.

Q. But if it fails to do that ought it not to sell out its navy-yards?—A. It ought not to employ contractors to do any work of the Government.

Q. I say if it fails, ought it not then to sell out its navy-yard?—A. I should be very sorry to see our navy-yard closed up and the work given to contractors.

Q. I ask you if this matter of employing outside contractors is pursued, is it not then the policy of the Government to cease its connection with the navy-yard?—A. I do not think it is to the interest of the Government to have its work done by contractors.

Q. If the Government maintains a navy-yard, of course it must be at an expense to the Government?—A. It necessarily would be.

Q. Being an expense to the Government if it does not do any work at it, but gets the work done outside, it ought to stop that expense, ought it not?—A. O, if they are not going to do any work at all in a navy-yard, I should close it up for the time being at any rate.

Q. You are in command now at League Island?—A. Yes, sir.

Q. Is the Government there in its workshops, docks, &c., prepared to build and to make extensive repairs upon vessels?—A. There has been nothing done at that navy-yard except

building, and that building ceased before I took command of the yard. No ship has been fitted out there. We have no facilities for that at the present time.

Q. State whether there is any necessity for the accumulation of supplies, materials, stores, &c., at League Island?—A. I should say that it is just as well to have a few stores there until the yard becomes a navy-yard in every sense of the word. I would only have a few stores there. There are not a great many. Occasionally vessels of war come here to be supplied. For instance, the receiving-ship Potomac gets her stores from us, and then we have a man-of-war up here, but the stores down there amount to but very little. There is considerable machinery there which will be used when they finish their building, which is in an incomplete condition at the present time.

Q. Is there any necessity for the accumulation of a large quantity of white-oak timber?—A. White-oak timber is an article which is scarce, I believe. It has been the policy of the Government to collect that whenever they could get hold of it.

Q. Your means of storing it are good, are they?—A. Yes, sir; they are good at League Island.

Q. Is that so as to lumber?—A. Yes, sir.

Q. You have plenty of ship-houses and timber-sheds?—A. We have one ship-house where we can stow a good deal, and we could build temporary sheds, but there is not much timber there, except that which is in a sort of crib-dock, and a good deal of that had been brought down from the old yard.

Q. In your opinion, how much money will it take to make League Island a complete navy-yard, well appointed and well protected?—A. That would be very difficult now for me to answer. It would depend very much on the number of buildings and docks that they would construct, the dredging of the hack channel, &c.

By Mr. BURLEIGH:

Q. They would have to build a sea-wall?—A. Yes, sir; we have one now which answers the purpose.

Q. Would they not have to raise the island?—A. Yes, sir.

Q. How much?—A. About 4 feet.

Q. How large is it?—A. We have about 420 acres of land.

Q. Do you mean to say that that 420 acres of land would want to be raised 4 feet on an average?—A. Twenty-eight acres have already been filled in about 4 or 5 feet.

Q. Does the rest of it require as much filling as that?—A. Yes, sir; it will require piling; that is, for the erection of buildings. But when I say it is 420 acres, I mean that we have that much earth. A good deal will have to be filled in to reclaim it, and in all I think the island will contain when finished about 950 acres.

Q. You would have to go below high-water mark to reclaim?—A. Yes, sir.

Q. And then you would want to raise that 4 feet. Have you ever gone into a calculation to see how much earth it would take to build a sea-wall around 900 acres, and raise it 4 feet?—A. I think I have it down at the navy-yard.

Q. I suppose the land would not amount to much compared with the cost of doing that?—A. Now, with all due deference to the opinions of the committee about League Island, although I was opposed and always have been to the removal of this yard, and was considerably prejudiced against League Island, yet I have no doubt in the world that that can be made a fine navy-yard, provided you spend money enough there to do it.

Q. Do you know of any persons connected with the Government, officers or employes, who have received any presents from parties outside who were contractors, or parties dealing with the Government—I mean money or anything else?—A. As far as I am personally concerned, I say no; that I never have been approached, directly or indirectly, by any man, in the way of a present or remuneration or commission. If any man had ever approached me with any intention of that kind I would have reported him at once. During my whole naval career no man ever attempted that with me.

Q. The question is not as to yourself; but do you know of any one who has been so approached?—A. The only thing I know is that about the time of the launch there of the Antietam, or the Quinnebang, an officer there received a present of a few bottles of wine from Mr. McKay.

Q. Who was he?—A. Lieutenant Reeder. When he mentioned that fact to me, I told him that he should not have accepted it, because, although there might not be anything in it, yet it might give rise to a misconception; that he could not be too careful in his intercourse with contractors. He wanted to return them, but then thought that Mr. McKay would take offense. This was when he first came there, and was about the time of the launch of the Quinnebang or Antietam.

Q. What connection did Lieutenant Reeder have with the navy-yard at that time?—A. He was with me as my assistant in the executive department. He is my son-in-law, and lives with me. It was a thoughtless thing on his part.

Q. Do you know of any other instance in the case of any clerk or employe of the yard?—A. No, sir.

Q. Have you any information on that point?—A. No, sir; if I had I would have ferreted it out. Reeder seemed to be very much worried about that matter. It was a thought-

less thing, but he was young and inexperienced, and felt a delicacy in returning a thing which had been given to him.

Q. Do you know anything about the relations of Mr. Hartt and Mr. McKay?—A. Not any further than that I noticed that there was a degree of intimacy between them.

Q. Did they board at the same house?—A. I understood so. I never have been there.

Q. They are friendly or constantly together, are they not?—A. I have heard so. I do not go into the heart of the city much; but I have seen them together. I saw them together to-day. What their relations are I do not know. I have never been intimate with either.

Q. Do you know anything further that is material to this investigation? if so, state what it is.—A. I have no hesitation in saying that in my official intercourse with Mr. McKay, I believe that he is this kind of a man: that he would consult his own interests very much; but whether he has ever been guilty of any fraudulent or dishonest act, I could not say of my personal knowledge. I was obliged on one occasion to stop him from carrying on work under a contract. Mr. McKay had a contract for the removal of the remaining timber belonging to the construction department. It was a contract made by order of the bureau by Commodore Preble. I think the amount was \$21,300. When Commodore Preble showed me that contract I expressed my surprise that so large an amount should have been awarded to Mr. McKay for the removal of this material; that I did not think it was worth it.

Q. Do you mean that the material was not worth that sum?—A. It was not worth that sum for the removal of it. I asked the commodore if he would come down to the navy-yard and take a look at it himself. He did not come that day. The next day I walked over the yard, and saw what there was left of that material. I was accompanied by young Mr. Rice. Says I, "What would you undertake to do this for?" He said he would undertake it, and be very glad to have the job, for \$10,000. I said, "Will you authorize me to state that to the commodore?" He said he would, and I wrote at once to the commodore and sent it by messenger. The commodore then telegraphed to the bureau, and wrote. An order of the bureau came to annul the contract with McKay. In the mean time McKay had been going on removing material. I had orders from Commodore Preble to notify McKay of the order of the bureau, which I did in writing, and I think I notified Mr. Hartt also. The next morning, when I went down to the yard, to my astonishment I heard that Mr. McKay was going on removing this material, notwithstanding this order, which he acknowledged to have received the day before. That was in the afternoon or evening. I asked him if he had received the order, and he said yes. I met him down at the lower end of the navy-yard. I said to him, "Your orders from the commodore were to stop moving this material; your contract has been annulled." He said he would not stop. I said, "You must stop; you must stop instantly." Then he said he would not stop. I repeated the order, I think, the third time, in the presence of Mr. Newell and somebody else.

By Mr. BURLEIGH:

Q. What was his reply?—A. He said, "I will not stop."

Q. Did he put any other condition to it? Did he make any other remarks?—A. No; he put at defiance all military authority of mine.

Q. Did he not say that he would not stop for a Government officer?—A. He did not say for a Government officer; he said he would not stop. Then he said afterward, if I would give him half an hour or an hour, so that he could discharge his teams or unload those he had already there, that he would stop. He asked for that extension. I told him no; that he must stop instantly. He then walked off. I then sent for the officer of the day and the captain of the watch, to instruct the watchmen not to allow any of the working parties of Mr. McKay to go on with the work, until they received further instructions. I gave the same orders to the marine officer also, to instruct the sentries; and with the view of carrying out my orders I authorized the marine officer to put two additional marines over the working parties of Mr. McKay, in order, as I have said before, that these orders of mine should be carried out to the very letter of the law. That is the force which I resorted to, which has been so magnified in the papers as having been used to prevent McKay from working.

Q. Did Mr. McKay, at this time, make any threat to you that he would do anything to you?—A. No, sir.

Q. Did he intimate to you or any one else that he would have them removed?—A. I have heard a great many things that have been said.

Q. I mean of your own knowledge.—A. I have heard of reports in circulation. I do not know who told me, but it was the current report that he had been gunning for the wrong man, to make use of his expression; that instead of having had Commodore Preble displaced, I was to have been the one, and that a mistake had been made. Whether he said so or not, I do not know and I do not care.

By the CHAIRMAN:

Q. He was stopped?—A. There is no doubt about that.

Q. State if, within a few days thereafter, you were not on a board organized by Commodore Preble to ascertain the value of the labor performed by Mr. McKay.—A. Yes, sir; Mr. Rice's offer of \$10,000 was forwarded December 14, 1875, to Washington in the same mail

with the provisional contract with Mr. McKay for the removal of the remaining material belonging to the construction department, to which a reply was received by telegram the next day, the 15th, for Commodore George Preble to use his discretion in annulling the contract with McKay and awarding it to the lowest bidder, who was Mr. Rice, subject to the approval of the bureau. That was done by annulling Mr. McKay's contract by 2.30 p. m. the same day, and forwarding Rice's contract by the evening mail to Washington. The following day, the 16th, a telegram was received from the bureau to give the contract to McKay, if he would agree to the same terms as Mr. Rice. Mr. McKay then agreed in a written contract to perform the work for the sum of \$10,000; that is, to remove the remaining material and buildings of the construction department. That is the work for which he wanted \$21,300.

By Mr. BURLEIGH:

Q. McKay went to work on that contract?—A. Yes, sir; until I stopped him. McKay's contract is as follows:

“SIR: I will agree to remove the balance of the material belonging to the construction department, now in the Philadelphia navy-yard, to League Island, and place it at such places as may be designated, furnishing all labor, teams, and lighters, (the Government to furnish the towing,) for the sum of \$10,000, and will further agree to have the removal completed on or before January 1, 1876. This is intended to cover all property now in the Philadelphia navy-yard belonging to the construction department which does not pass with the sale of the yard, which the Government places at my disposal to remove.”

After he had made that contract, it was given to him by order of the bureau. There was then a board ordered by Commodore Preble to ascertain how much of that material had been removed by him previous to the annulling of his contract, with a view of paying him pro rata. The order to the board is as follows:

“COMMANDANT'S OFFICE, UNITED STATES NAVY-YARD,

“League Island, December 17, 1875.

“GENTLEMEN: You will please examine and ascertain what material belonging to the construction department was removed by Nathaniel McKay, under his contract of December 14, which was subject to the approval of the bureau, until he was stopped by the non-approval of the bureau December 15. You will specifically state, as near as may be, how much and what proportion of the material was moved by him under each specification of his offer and placed, as agreed, at League Island, in order that a fair and equitable adjustment of his claim under that contract may be arrived at. A copy of his offer is inclosed.

“Respectfully,

“GEORGE H. PREBLE,

“Commodore, Commandant.

“Capt. C. H. WELLS.

“Naval Constructor EDWARD HARTT.

“Assistant Naval Constructor JOHN B. HOOVER.”

I was one of the board, and as I had differed with the two other members, Mr. Hartt and Mr. Hoover, I was necessarily obliged to make a minority report. That minority report is as follows:

“SIR: In compliance with your order of December 17, 1875, I herewith transmit to you the report of the board, to determine what material belonging to the construction department had been removed by Mr. McKay, under his contract of December 14, which was subject to the approval of the bureau. The report signed by Naval Constructor Edward Hartt and Assistant Naval Constructor Hoover is of so opposite a character that I could not, consistently with my views of the matter, sign it, and consequently was obliged to make a minority report. The last paragraph in the report of Naval Constructor Edward Hartt and Assistant Naval Constructor Hoover, they inform me, as far as they are concerned, answers your indorsement on the letter addressed to you December 20, 1875, by Naval Constructor Edward Hartt, but which I could not concur in, for the reason that Mr. McKay, to the best of my knowledge and belief, did not remove any material of the construction department to League Island up to the time that he was ordered to stop, Wednesday, December 15, about 4 p. m., under his proposal of December 14, not approved by the bureau. I beg leave, also, to make the following statement in connection with this matter, which is derived from information obtained from you, Naval Constructor Edward Hartt, Lieutenant Lisle, and daily reports of construction copied from log-book, and from my personal knowledge. The Bureau of Construction's letter, received on the 12th instant by Commodore Preble and copied by Naval Constructor Edward Hartt the 13th, who came to the office of the commodore and was told by him to take it home, and who said he would take twenty-four hours to consider. Mr. McKay's proposal was submitted December 14, and accepted by him the afternoon of the same day, in the commandant's office, South Broad street, subject to the approval of the bureau, which was about 3 p. m. The naval constructor, Edward Hartt, states that, on Monday, the 13th instant, Mr. McKay commenced moving material

under the verbal permission of Commodore Preble. He also stated that his department, construction, ceased work on Monday evening of the 13th instant, and that for an hour or so, his men (construction) were employed with McKay's, but is not positive; it might be so. By referring to the log-book of the navy-yard, containing a copy of the labor report, furnished to this office by the construction department, it was ascertained that, on Monday, December 13 1874, there were employed by the construction department 13 $\frac{7}{16}$ teams, and 168 $\frac{3}{16}$ laborers; and on the next day, Tuesday, December 14, there were employed as per log-book, 15 teams and 176 $\frac{3}{16}$ laborers. Lieutenant Lisle states in an official letter to me, dated December 14, 1875, that on Wednesday, the 15th instant, he had been told by Assistant Naval Constructor Hoover that the construction laborers under Mr. Ford had been engaged in placing timber on a lighter on Tuesday, the 14th instant. This establishes the fact, in my opinion, that for Monday, December 13, Tuesday, December 14, up to at least 4 p. m., [at which time Mr. McKay had been authorized by Commodore Preble to proceed with the work, subject to the approval of the bureau.] very little, if any, of the work of removing material could have been done by him, and that at least one-third of the material had been moved by the construction men employed by the Government on Monday, December 13, and Tuesday, December 14. On Wednesday, December 15, he (McKay) had been notified by the commodore, in his official letter to Naval Constructor Edward Hartt, that his proposal had been annulled, and that he should stop work, which he (McKay) acknowledged having received at about 3.40 p. m. on that day, December 15; consequently he is only entitled to receive pay from the time that he commenced work—on the morning of that day, December 15—to 3.40 p. m., when he should have stopped by the commodore's order, making about ten hours' work. This embraces the time in your letter of December 17, for which the accompanying estimate is made. In closing, I desire to mention that Mr. McKay declined to comply with my request to furnish me with the number of men and teams employed by him on Tuesday, December 14, and Wednesday, December 15, 1875."

I now refer to part of another letter addressed to Commodore Preble, in relation to the quantity of timber which McKay had removed:

"Mr. McKay's proposal to remove all material of construction was for \$21,300, and my estimate is made under the different headings and computed pro rata; and I consider the sum \$1,912 fair and equitable. Of course, the work he did until your order to stop was carried out, Thursday, December 16, at about 11.30 a. m., is not included in this estimate, and which work he did on his own responsibility, and against your order of Wednesday, December 15, which he (McKay) received at 4 p. m. on that day, but disregarded."

By Mr. JONES:

Q. He did it after you had the offer to remove it for the \$10,000?—A. Yes, sir; but this award for the work which he had done previous to the annulling of that contract was pro rata. I went over it carefully with others, and ascertained how much material had been removed previous to the annulling of that contract. Then, when Mr. Rice offered to remove it for \$10,000, McKay said he would do it for that amount.

Q. Was that before McKay commenced?—A. No, sir; that was the day he commenced.

By the CHAIRMAN:

Q. How much was the award made by Hartt and Hoover?—A. They awarded the whole amount. We differed so widely from each other that I had to make a minority report.

By Mr. BURLEIGH:

Q. Do I understand you to say that none of the material was removed from the yard at the time the notice came to change the contract?—A. He had been removing timber. I think McKay claimed to have removed one or two of the lighters down to League Island with timber, but I am not certain about that.

By the CHAIRMAN:

Q. At the time you went around with Mr. Rice and he proposed to do it for \$10,000, had Mr. McKay then removed a particle of the property?—A. Yes, sir; he had removed it down to the wharf and laid it by some of the scows.

Q. Then if that is so, your log-book is not worth anything. Mr. Rice made his proposal upon the 14th of December, did he not?—A. I will tell you where the mistake was made. It was made by Commodore Preble in awarding that contract to Mr. McKay, based a great deal on the report of Mr. Hartt, of the Construction Bureau, without going down theret and ascertaining the kind of material which was there. I expressed my surprise to the commodore that so large an amount should be given. If he had taken my advice, as I thought he would, a great deal of this trouble would have been spared which occurred afterward in reference to this particular contract.

Q. If I understood your statement correctly, you knew, in fact, that McKay's proposal was \$21,300; you went with Rice over the ground, and upon ascertaining that he would do the work for such a price, as has been named, you reported the fact to Commodore Preble; he immediately thereafter telegraphed to Washington City, and from Washington City the head of the bureau telegraphed back to Commodore Preble, annulling the contract?—A. Yes, sir.

Q. That telegram did not come, however, until the next day.—A. That I do not know. I cannot answer in regard to dates. The commodore was no doubt influenced by Mr. Hartt a good deal in his estimate of the quantity of the timber, because it was in his department, and the commodore had not been down in the navy-yard much at that time.

Q. At the time Rice made his proposal to you in the yard, when you and he went down there looking at the things that were to be done, had a single particle of that property been removed?—A. Yes, sir.

The CHAIRMAN. Then Mr. Rice was making the proposition upon a different state of facts from McKay?

The WITNESS. Mr. Rice told me that if all the remaining property of the construction department was there, he would do the whole of it for \$10,000, that is, from the very commencement.

By Mr. BURLEIGH :

Q. That is to say, that what Commodore Preble accepted at \$21,000 under the advice of Mr. Hartt, Mr. Rice would have done for \$10,000?—A. Yes, sir.
Adjourned.

PHILADELPHIA, April 4, 1876.

Captain CLARK H. WELLS recalled.

By the CHAIRMAN :

Question. For what purpose is the Mayflower used at the navy-yard?—Answer. The tug Mayflower came to the old yard some time in the fall of last year.

Q. The fall of 1875?—A. Yes, sir; it was before the winter set in. I think she came from Norfolk or Annapolis, and I don't know which. She was in charge of a mate. Some few of the articles belonging to her were landed, and she was then taken over to Wood & Dialogue's to be repaired. She is there at the present time, and it is the intention, judging from the official letters that I have recently received, that she is to be used this summer for the cadet-engineers who intend to visit the different engine establishments.

Q. Is there on file anywhere among the records of this navy-yard any order of the Department to have her repaired by anybody?—A. I do not think there is any order of that kind in the office. The agreement, as I understand it, was made by the bureau in Washington to have her repaired. It did not come through the office.

Q. There was no survey or examination of the Mayflower by any board organized at the navy-yard?—A. Not that I know of; I mean no order came to the old yard. She was in a generally dilapidated condition.

By Mr. BURLEIGH :

Q. No order came requesting you to have a board appointed in her case?—A. Not to my knowledge. I know that if there had been a board ordered, I would probably have been on it. Recently, however, an order came for Mr. Hichborn to inspect her and ascertain the amount of work done and the manner in which it was performed. Chief Engineer Newell is superintending the repairs to her boilers and engines. She will be ready in about two weeks for the purpose indicated.

By the CHAIRMAN :

Q. Do you know whether the amount of the repairs done upon her by this firm and allowed to this firm is in excess of the value of the repairs as reported by the constructors?—A. I do not recollect the precise amount which Mr. Hichborn stated to me as his appraisal or valuation, but I am under the impression that it was in excess of the amount these parties claimed.

Q. That is, his estimate of the repairs was in excess of the amount they had contracted to do it for?—A. Yes, sir; that is my impression. I think he stated five or six hundred dollars. This was in the course of conversation with him.

Q. And in that regard, then, the Government was the gainer by having it done by contract?—A. No; it was the other way. Mr. Hichborn, in his conversation with me, stated, to the best of my knowledge and belief, that his estimate was less than the estimate of the contractors.

By Mr. BURLEIGH :

Q. Did Mr. Hichborn survey the vessel and make an estimate?—A. Yes, sir; he went up there for that purpose under an order of the bureau.

Q. To whom did he report the facts?—A. He reported it to me, and I reported it to the bureau.

Q. Do you not remember the amount which he reported?—A. I could not say as to that without reference to the data. I have here a letter which I had written with a view of having it appended to my testimony taken on yesterday, in order to supply a certain omission. It is as follows:

H. Mis. 170, pt. 3—3

"COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,

"League Island, April 14, 1876.

"SIR: During my examination yesterday before the committee, and which was chiefly conducted by Mr. Burleigh, I omitted to mention, in answer to one of his questions, that after dark, at which time I generally left the old navy-yard, there was an officer of the day on duty, and whose instructions obliged him to visit the sentries, at intervals during the night, posted in the different parts of the yard. The captains of watchmen had also special orders on this subject, and to see the watchmen were at their posts and vigilant in the performance of their duty, particularly in warning off all outside boats, which were not permitted to make a landing even in the day-time.

"I desire, also, to supply another omission, referring to the character of the force employed in the old yard, that the two political parties, republican and democratic, were nearly balanced, such being my opinion, though I never questioned any applicant for work concerning his politics.

"With the exception of the marine barracks, the stable and watch-house, (temporary wooden structures,) all the buildings were torn down, including officers' quarters, so they were of necessity obliged to live outside in the city, consequently could not have been quartered in the yard at night.

"Heads of departments were directed to superintend the removal and reception at League Island of the materials and stores of their respective departments. Any dereliction of duty on their part in this respect, coming under my observation, was immediately reported to Commodore Preble, who was then in charge of the old navy-yard, and who continued so until it had been removed to League Island—in fact he was the responsible officer.

"I respectfully request that this may be appended to my testimony, and which I regard as important.

"I am, sir, very respectfully, &c.,

"C. H. WELLS,

"Captain United States Navy.

"Hon. W. C. WHITTHORNE,

"Chairman Naval Committee, Girard House, Philadelphia."

By the CHAIRMAN:

Q. You state in your explanation that the employés of the yard were about equally taken from both parties?—A. I should judge they were.

Q. At whose instance, or upon whose recommendation, did you understand these appointments to have been made? Were they made by the members of Congress or by the editors or organs of the parties?—A. In reference to my department, of equipment and recruiting, over which I had control as captain of the yard, I carried out as well as I could the order of the Secretary of the Navy, giving each district its proportion of men, sail-makers, riggers, and laborers. In several instances I have been requested, if I could without detriment to the service, to employ men recommended by Mr. Randall, Mr. Charles O'Neil, Mr. Chapman Freeman, and Mr. Robbins.

Q. Do you state that that was done at the order or request of the Secretary of the Navy?—A. No, sir; I did it myself, having in view the usefulness of these men, and not questioning them on the subject of their politics. If they did not come up to the standard, I never hesitated to recommend their discharge.

Q. I understood you to use the name of the Secretary of the Navy in some connection. In what connection and for what purpose did you use his name just now?—A. There was an old circular of the Secretary of the Navy directing that the congressional districts should have their proportion of men where there was a navy-yard.

By Mr. BURLEIGH:

Q. Do I understand that to mean that the proportion of men shall be equally divided between the parties in the district?—A. As much as practicable. Whether it is carried out I do not know, because you would find pretty much all the sail-makers in one district, and you would find the riggers scattered throughout the city; you would find laboring men in all the districts.

By the CHAIRMAN:

Q. Then how comes it that you look alone to the members of Congress in the selection of men in these congressional districts?—A. I do not. These men would go to the members of Congress. It was customary for them to do so; at least a great many of them would do so, instead of going to the officer direct.

Q. When it came to Mr. O'Neil's district, for instance, would you select the men recommended by him?—A. Not always.

Q. In other words, suppose that in Mr. Randall's district Mr. Randall had recommended a man, and Mr. O'Neil had recommended one from the same district, to which recommendation would you give the most weight?—A. I do not know that a case of that kind arose. I think each member of Congress would be very particular in looking out for his own district.

Q. But whose recommendation would you heed in the case?—A. I would not be governed by that. If I thought the man was a capable fellow and had worked in the yard before, and there was nothing against him, I would take him in, provided there was work.

Q. Then, if you were looking alone at the capacity, why have any regard to the congressional districts, or let that enter into the question?—A. In order not to produce any dissatisfaction among them and to prevent members from being importuned and written to.

By Mr. BURLEIGH:

Q. Suppose you want one man, and Mr. O'Neil recommends one, and Mr. Randall one; you cannot take both; you want but one; you know nothing about the men. To whom would you give preference—to Mr. Randall or Mr. O'Neil?—A. I think I should be somewhat influenced in favor of Mr. Randall, although I differ with him politically.

Q. Why?—A. From the fact that he never pressed the appointment of a man when there would be no work in the yard, and that I rather like him personally, although I do not know him very well.

By the CHAIRMAN:

Q. Did you understand that he had any special or particular influence with the Secretary of the Navy?—A. I am inclined to think that he had some personal influence. I do not know that, however. That is only my impression—what I have read in the papers.

Q. Have you any impression or knowledge formed from the management or control of things about the navy-yard, either the old navy-yard or the one at League Island?—A. No, sir.

Q. Do you not know as a matter of fact that his voice was potent in the selection of men at the navy-yard?—A. I think that he had considerable influence. He was a prominent man for Speaker of the House of Representatives. He towered above our Representatives, I think, in that respect.

Q. And did the fact that he was a prominent man for Speaker give him an overshadowing influence over his colleagues?—A. If a man becomes prominent and is selected for a position of that kind, I take it that would necessarily give him more influence with the people; that is, with the masses.

PHILADELPHIA, April 20, 1876.

CLARK H. WELLS recalled and examined.

By the CHAIRMAN:

Question. Do you know of anything material to this committee in the investigation with which it is charged about which you have not already testified?—Answer. I do not.

Q. Paying obedience to the regulations and laws governing the naval service, should property which is sold at the navy-yard, whether condemned or otherwise be sold without the knowledge and authority of the commandant of the yard?—A. All property sold at a navy-yard should be sold with the knowledge of the commandant.

Q. I will suppose a case for illustration: A load of plumbing material which is thought to be worthless for any present purpose of the Department is directed by the chief of the bureau to be turned over to any one at its value. Should not such an order come through the commandant and the commandant appoint the persons who should appraise its value?—A. Certainly.

Q. If that was not done, and any officer of the Government has proceeded to appraise it and turn it over, without the knowledge or authority of the commandant, would it be contrary to the regulations and laws governing the Navy Department?—A. I should say so. It should be the duty of the commandant to report that at once to the Navy Department.

Q. I ask you if, in your position at the navy-yard at Philadelphia, you had any information that a large quantity of plumbing material was sold and delivered to Mr. W. Fleet Steel?—A. No, sir; I do not know anything about it.

Q. Have you been requested to furnish to the bureau at Washington a copy of the orders made upon you by this committee?—A. I have been requested by Mr. Hanscom, the chief of the Bureau of Construction, to furnish copies of the papers given to the committee.

Q. Have you any knowledge as to how Mr. Hanscom knew that the committee had called for any such papers?—A. Excepting through the Navy Department. I had informed the Secretary of the Navy that I had been requested by the committee to furnish books and papers from 1872 to 1876. The Secretary's reply approved of my course in having already furnished such book and papers, and directed me to give to the committee whatever books and papers might be required by them.

Q. You regarded that, I take it, as an official duty?—A. Yes; I did not wish to take the responsibility of furnishing books and papers without his knowledge. Of course I considered it my duty to furnish them when the committee so requested. But when those original books and papers left the office, under the danger from fire or any other source, I thought that the Secretary had better be informed of it. That would relieve me from acting upon my own responsibility without his authority.

By Mr. HARRIS:

Q. Have you complied with Mr. Hanscom's request?—A. Partly. I have not been able to complete all the copies of all the papers which were furnished to the committee, but they are still being made.

Q. In answer to the chairman you stated that all property sold from the navy-yard should be sold with the knowledge of the commandant. Would this state of facts make a difference in that respect: if a contract was made with an individual to do certain work for the Government upon a vessel, and in the course of that work he was to be entitled to receive certain old material to be reworked into his new job, should the commandant properly have cognizance of the delivery of such old material?—A. Yes; that should be communicated to him by the bureau. That was the usual course. All official correspondence of the bureau is sent direct to the commandant.

Q. You think no such exchange of property should take place without the knowledge of the commandant?—A. I certainly think that he should be informed of it and should have a knowledge of what was going on. The commandant, in my opinion, should be informed of everything that is going on in the navy-yard.

PHILADELPHIA, *April 14, 1876.*

EDWARD HARTT sworn and examined.

By the CHAIRMAN:

Question. State your position in the United States Navy.—Answer. I am naval constructor, with the relative rank of captain, and am the senior constructor in the service.

Q. You have been connected with the Philadelphia navy-yard?—A. Yes, sir; for the last two and a half years.

Q. Prior to that time what duty were you upon?—A. Immediately prior to that I was on temporary duty with the bureau, writing specifications.

Q. And prior to that time what was your station?—A. I was down in New Orleans. Immediately previous to that, or during the time I was with the bureau, I went with Commodore Rodgers on a trip of survey to Pensacola or New Orleans. Previous to the time I was attached to the bureau I was in the swamps of Louisiana getting live-oak.

Q. How long were you employed in the live-oak business?—A. About seven and a half months.

Q. Immediately preceding that you were at Mare Island, were you not?—A. Yes, sir.

Q. How long were you stationed at Mare Island?—A. From July, 1869, to December, 1870, or January, 1871, I forget which.

Q. Commencing at the time that you were assigned to duty in Louisiana inspecting live-oak timber, state to the committee who was the contractor furnishing that live-oak timber.

—A. The immediate contractor was J. Bigler, but I believe it was a contract held by S. P. Brown, and Bigler was the man who furnished it for Brown. Of that I am not positive, however. It was S. P. Brown's contract and Bigler was filling it.

Q. Do you remember the quantity of timber agreed to be delivered to the department on that order?—A. No, sir.

Q. Do you remember the price per cubic foot that was to be paid?—A. Yes, sir.

Q. How much was that?—A. It amounted to \$2.55 per foot delivered in California, although I am speaking from memory in regard to that matter. I think I have copies of these contracts. My memory of the matter is, that contract for the timber had a given price if cut off Government land, and 7 cents more if cut off private land, and then the freight to be added to carry it to California, which made it \$2.55 a foot in California. That, I think, is the price.

Q. In other words, the contract was at so much, and then the Government, in effect, paid transportation to Mare Island?—A. Yes. My memory was that they contracted for it at a certain price to be delivered North, and that which was to go to California was to have the freight added. That is the way I understood the terms of the contract.

Q. Those contracts were in the name of S. P. Brown?—A. Yes, sir; and, if my memory serves me right, by an arrangement between Brown and Bigler, Bigler filled them for Mr. Brown.

Q. You were detailed or ordered by the Department to go to Louisiana to inspect and measure the timber previous to shipment?—A. Yes, sir.

Q. Was it not somewhat extraordinary that you should be required to inspect and measure it upon the ground?—A. I thought so at the time.

Q. Is it not the rule, usage, and regulation of the Department that the timber shall be measured and inspected when delivered by the contractor at the point named by his contract for delivery?—A. Yes, sir; it had been always previous to that. I never had known any other rule before that.

Q. What possible motive or purpose could there have been for assigning you to that duty?—A. That is more than I can tell you.

Q. Was there any advantage to the contractor or disadvantage to the Government in requiring you to perform it?—A. There was an advantage to the contractor, I think.

Q. In what did that advantage consist?—A. He got his certificates and appraisement before the delivery. He had the use of that money a given time, say six months; that is my understanding of the business, although I do not know anything about it; that is merely an assumption. I would be glad to get a hundred thousand dollars, more or less, six months before it was due.

Q. Was that a large contract?—A. It amounted to considerable money. I forget how much timber, but I think it was about 60,000 feet, if I recollect right.

Q. Following up that timber to Mare Island, I will ask you if the quantity of timber delivered at Mare Island was not larger than the quantity of timber that you inspected and shipped from Louisiana?—A. I do not know that of my own knowledge.

Q. What information have you on that subject?—A. I was told that it was larger; it was found to be larger upon remeasurement.

Q. Have you any data upon which you can furnish this committee reliable information as to the quantity that was shipped?—A. Yes, sir; I can furnish you with the exact amount, every stick, and the size and quantity in each stick, and the object for which the stick was cut. I found the hook yesterday in my trunk; every stick was numbered and entered; if you measure all the timber that I sent out there without inspecting it, you would find more timber than I allowed for. Suppose there was a rotten hole in the stick of timber, I might say to myself, that would make a good lower stem-piece. I always had with me the agent of Mr. Bigler when the timber was measured. I would say to him, "That stick measures 22 inches across the face, but there is a rotten place in it; I will allow you 18 inches for it. You can let me take it at 18 inches or send it North, as you please." I did not allow for the defect.

Q. If the timber actually measured more, or was so reported, in California, what reason, if any, could be assigned why that was so?—A. The timber did not measure any more than I allowed for it, according to my understanding, and according to the custom of the service, because in every case, invariably, it was understood by the agent that if my measurement was not satisfactory, the stick need not go to California; they had a market North for it; in every case it was satisfactory to the agent, or presumably so.

Q. Did you separate the timber so as to distinguish it for shipment, that was to go to Mare Island and to other points?—A. Yes; I marked the timber first cut on Government land, whether it was cut on certain parts of Grand Lake, whether I measured it in person or whether my assistant measured it. I do not know whether I marked any defects or not. I cannot remember that. I picked out the frame of a ship first, and then promiscuous timber. Every stick belonging to the frame was numbered and marked in such a way that it was understood. The promiscuous stock was marked "P."

Q. Did you make a report to anybody of your action in the swamps of Louisiana during the time that you were so inspecting?—A. Yes, sir; I made report to the chief of the bureau of the quantity of timber measured and inspected, and aboard the ship. They had to carry it forty miles at sea to put it aboard the ship. I made a certificate of that fact.

Q. May it not have been that timber was put aboard of a ship going to Mare Island that you had not inspected?—A. There was a discrepancy in the measurement of the number of sticks signed for by the captain in one case. He signed for, I think, two sticks more than I had in my account. How they got them I do not know. They made a miscout, or I did.

Q. Is that the extent of the discrepancy?—A. Yes, sir; and as there were four or five sticks missing, which I have also a record of, that more than counterbalances that.

Q. Then, if the timber increased in quantity from Louisiana to California, would you say that was the result of climatic influence, or defective or fraudulent inspection at Mare Island?—A. I will say that my inspection was correct, and that there was not any amount of timber over and above what I measured there, because I had no disposition and no desire to cheat the contractor. I wanted to do what was fair and right by him. He was at my elbow invariably, or his agent. He had a desire and an intention to cheat me; that I know.

Q. You say you know that?—A. Yes; I know it.

Q. How do you know that?—A. I know I measured one tremendous large stick, and did not require him to cant it over, and when I went to bed that night in the shanty, my assistant heard them talking to each other, asking if they had got the stick aboard, and whether I had seen it or not. The boss said he had. The next day I went and examined the stick again, and found a big hole in it. I sliced about 50 feet off his measure for it.

Q. You judge from that report made to you that they were endeavoring to defraud by concealment or otherwise?—A. They endeavored in that case to prevent me from understanding the condition of that stick that I had measured; and from that time out, large or small, I made them cant all four sides up, and that put them to the expense of ten or twelve extra men. It was a tremendous large stick lying up on the Pigeon. I had gone up toward daylight in the morning to measure it. It was hot weather. It would take thirty or forty men to cant it. I asked them if it was good on all four sides, and they said yes, and I measured without canting it. Mr. Bigler did that himself; it was not his agent. I had the utmost confidence in his agent. Bigler himself had come down to the swamps to visit us.

Q. Another advantage to the contractor, resulting from your being ordered on this duty, I submit to you, was that he was relieved of the expenso attending the transportation of any timber that might be rejected thereafter; is not that so?—A. Certainly; there would be none rejected. It was already inspected when it went aboard the ship; that is, unless they remeasured and reinspected it entirely. I understood that there would be no rejection. I understood my inspection was final. I gave it a fair inspection. Where there was a reasonable doubt I always gave the benefit to the contractor. That was my theory in the matter.

Q. Do you know of any similar transaction to that in the naval service?—A. I have know nother cases. Some white-oak timber was inspected at Newburgh and shipped to California, as I understood. I was up there and saw a New York inspector there.

Q. Who was the New York inspector?—A. He was a one-eyed man named Storer.

Q. Do you understand whether that timber was affected like the timber that you had inspected; that is, increased in quantity after leaving?—A. I do not know that.

Q. Is it not unusual that inspection should be had prior to the delivery of lumber or timber by the contractor?—A. Yes, sir; we always waited until the articles came in. There are cases where things have been inspected in extreme cases; for instance, large tools set up in Philadelphia. I inspect them in the factories, because to set them up again down at the navy-yard, not being ready for it, would cost considerable money. And I have inspected them in the factory in running order, and then taken them to pieces and boxed them up.

Q. I mean where an officer of the Navy has been ordered away from his regular place of business or duty out into the woods for the examination of timber. Is not that unusual, in your opinion?—A. It was unusual until within the last few years.

Q. I ask you if that practice and custom has not grown up under the present head of the bureau?—A. Yes, sir. I never knew it to be done previous to the present order of things.

Q. Without multiplying words about it, is it not a system of favoritism to the contractor?—A. I should say that it was, sir; I should so consider it.

Q. During the period of time that you were stationed at Mare Island, can you, from memory and in the absence of books, state what vessels were repaired or rebuilt at that yard?—A. I can state several of them. The Pensacola was the largest one; the Saint Marie was fitted out; the Nantasket was fitted out. There was another vessel, a sloop of war, whose name I cannot remember now.

Q. In the cases of the Pensacola and the Saint Marie, state whether before repairs were undertaken on either of them a board of survey was held upon them according to law.—A. In regard to the Saint Marie, I am not sure. She was partly completed before I got there, therefore I merely carried her on. In regard to the Saginaw, I do not think there was a board of survey. They came in, and the captain of the ship had a long list of work that he wanted to be done; it was ordered done. In the case of the Pensacola, there was a report. A board of survey had been held on her some time previous to her coming home, and the understanding was that she was to be fitted with a new spar-deck when she got home. After we commenced work on her I discovered rot and defects amounting to three times the work first ordered, and made a report in accordance with the regulations. I reported her berth-deck beams all rotten, gun-deck beams all rotten, her clamps rotten, her outside plank rotten, so that before we got through, instead of putting on a spar-deck, we had virtually rebuilt the ship.

Q. In the case of the Pensacola, no regular board of survey to estimate the extent of the repairs demanded, or the probable cost thereof, was had, was there?—A. None, to my recollection. I think the circumstances were that she had been surveyed, say, to-day, and had gone to sea, and the report of that survey was that she would have to have a spar-deck put upon her when she returned; she was fit to go six months longer. When she came back I commenced the work of putting a spar-deck on.

Q. You are aware, under the law, that whenever the cost of repair exceeds the sum of \$3,000 in value, a certain board must be held?—A. I understand that, sir.

Q. State, since the year 1870, a single instance in the repairing or rebuilding of a vessel where that provision of the law has been complied with.—A. It has been complied with, but I do not know whether I can state positively the vessel and the circumstances. I have been on board to survey vessels within that time, I think.

Q. Can you name the vessels?—A. It strikes me that I have been on such a board as that, but I cannot name the vessel.

Q. Taking the other side of the proposition, have you not known of one or more vessels being repaired whose repairs exceeded the sum of \$3,000, where no such survey as contemplated by law was had?—A. I know of vessels where no such survey has been held, so far as I had anything to do.

Q. Where?—A. Both at Mare Island and at Philadelphia.

Q. What are the names of those vessels?—A. There was a propeller called the Ossipee, that went to sea from California. The Nantasket was commenced before I got there, I think. I have no information of any board of survey being held on the Lackawanna. She was at Mare Island, and had extensive repairs upon her. I remember the Saginaw had also no board of survey held upon her. I have no recollection of any board being held on either of these vessels, although there possibly may have been.

Q. Upon the same question, I now direct your attention to the Philadelphia navy-yard.

—A. There was a survey with a view to ascertain whether the contractors had completed their contracts, and in that survey, I thought, and think yet, we about covered the ground in reference to surveying the vessel for repairs. It amounted to about the same thing; because there is always more or less to be done to a vessel. You cannot help that. A man cannot finish a ship outside but what, when it comes to the navy-yard, the officers will want some work done that is not done, and it has to be done to keep peace and quiet, unless the constructor is placed in a little more independent position than he is now. If he refuses the officer, the commodore will manage somehow to fetch it around and have it done.

Q. Have you repaired or rebuilt any vessels at this yard since you have been here?—A. I do not recollect of any vessels coming here and being repaired and refitted, except a tug called the *Pinta*. She was commenced before I came, and I do not know whether there was any survey on her ease or not.

Q. Who has been doing the building and repairing that has been done in the vicinity of this yard?—A. One vessel has been done by Neafie & Levy.

Q. What is her name?—A. The *Quinnebang*. The only other vessel that we have had any extensive repairs on is now at Wood & Dialogue's establishment at Camden, N. J.

Q. What is the name of that vessel?—A. The *Constitution*. Those are the only two that you can call building, except those built out and out by contract.

Q. Have no extensive repairs been done on other vessels?—A. Not that we have had here.

Q. Let me call your attention to the tug *Mayflower*.—A. I never saw her or heard of her until three days ago. Mr. Hiehorn told me about her. I never knew that there was such a vessel in existence, and never heard of her. Hiehorn asked me if I knew her. I told him not. He said he was ordered on a board to ascertain how much work had been done on her.

Q. Had not she been at the navy-yard at all?—A. Not to my knowledge. She might have been there while I was away, and I think she was, but I do not know it. I never heard of such a vessel, good, bad, or indifferent, until two or three days ago.

Q. Then, of course, you were not upon any board and did not know of any board held upon her to determine the extent of the repairs to be made upon her?—A. No, sir: I never knew anything about it, and do not know of anybody that does, except what Hiehorn told me within the last day or two, and part of it last night.

Q. What other vessels than those you have already named—having had repairs exceeding \$3,000 in value—have been repaired at the Philadelphia navy-yard since you have been connected with it?—A. I could not tell you that. They fitted out the monitor *Manhattan*, which came from the contractors' hands. We fitted her and she went to sea. I could not say that that was repairs. I do not know of any others than those I have named. There was a tug-boat that laid here during the Cuban excitement, which we fitted out and made some repairs on.

Q. State if, during the time that you have been connected with this yard, the extent of repairing done has not been of minor importance either in fitting out or completing vessels as they came from the hands of contractors, or repairs that were made necessary simply for the continuance of a vessel already in commission.—A. The repairs have not been very extensive to any vessel except those I have named, to wit, the *Constitution*, and the *Quinnebang*, which was partly finished. There has been no great amount of work done to any vessels.

Q. And you have been connected with this yard, as I understand, since July, 1873?—A. Yes, sir. There have been no vessels coming here to be thoroughly repaired; that is, vessels which have gone out of commission and been thoroughly repaired.

Q. During that period of time, has there not been large quantities of lumber and timber and material bought for this yard and for League Island?—A. Yes, sir. Lately, within the last year or eighteen months, there has been quite a lot of oak and pine timber bought.

Q. Who have been the principal contractors in furnishing that timber and lumber?—A. There was a raft of yellow-pine timber which came from Mr. Wallace, I think. S. P. Brown furnished a large amount of oak and other timber. There was somebody from Baltimore who had a representative named Reed, Loub, or some such name, who was the principal. S. P. Brown, I think, furnished the largest quantity.

Q. Is the navy-yard now in a condition for immediate building or repairing of ships?—A. No, sir.

Q. When is it likely to be?—A. I would not venture to say. It would take a long while to make it fit for a ship-building yard.

Q. What, then, in your opinion, is the necessity or use of the accumulation of timber at League Island?—A. It is well to accumulate timber to season it. I see no objection to that. It is better seasoned than green. It ought to be water-seasoned by putting it into the water, if they take proper care of it.

By Mr. BURLEIGH:

Q. Is this timber in the water?—A. Yes, sir; I built a large timber-bin, and put it in myself.

By the CHAIRMAN:

Q. Has the experience of the Government been such as to warrant the accumulation of white-oak timber?—A. That is a question I could hardly answer. I scarcely know what the experience of the Government has been in that respect. We used to have timber years ago properly taken care of, and had to get stock on hand.

Q. I observe in the reports of the Secretary of the Navy, made from year to year, that the decay, so to call it, of the American Navy has been ascribed in a measure to white-oak timber and green white-oak timber.—A. Yes; it has been cut green.

Q. And that the chief of your bureau has suggested that the accumulation of timber should be of live-oak?—A. Yes, sir; I would not think it ought to be altogether of live-oak. The frame of a ship should be of live-oak, and the planking of a ship of white oak. The accumulation of the two, if they were properly cared for, I think would be a good thing. In fact, am satisfied that it would.

Q. Are the facilities at the yard here for taking care of timber such as are demanded?—A. No, sir; the present facilities are not. I wanted to build a proper timber-bin to put the timber in, but they had not time or money, and tore up the railroad-track, and inclosed a space, and put the timber in.

Q. Was that done under the orders of the Department, or at your suggestion?—A. At my suggestion. I wrote a letter asking for authority to build a bin and put the timber in.

Q. Is that a water-bin?—A. O, yes; I have suggested verbally the building of a regular timber-basin there, which could be done, I think, very cheaply. The yard itself being below the level of the river, all that would have to be done would be to dig a space out.

Q. During the period of time which you have been there, has not the Government furnished to contractors, who have taken charge of the work of building or rebuilding vessels, material from the yard?—A. Yes, sir.

Q. I ask you again if, in one or more instances, the space in the docks, the tools of the yard, and the materials on hand have not been furnished by order of the Department to such contractors?—A. Yes, sir.

Q. In other words, contractors have taken possession of the navy-yard and made use of it under their contracts with the Navy Department?—A. Yes, sir.

Q. To what extent has that been done?—A. Well, they had possession of pretty much everything we had at one time in the way of tools and machinery; they had our saw-mill and ran it entirely; such tools as we had, augers and such things as that, they took *ad libitum*.

Q. What contractors were those?—A. Williams & Simpson tore a vessel to pieces alongside the dock, and took everything we had in the way of mauls and hammers. I do not think they returned them all, either. We always had a growl to get them. Neafie & Levy had use of them in completing and launching the Quinnebaug. They had whatever tools they required. Whatever they wanted from the saw-mill they ran to it and got; I held jurisdiction over the engineer and fireman running the engine. I would not let them go out of my hauds; I made a sort of stand on that. They had the mill and ran the saws, and cut the stuff to suit themselves.

Q. At the expense of the Government? Did the Government pay the engineer and firemen?—A. When we did any work we paid the engineer and firemen, and when we stopped our work entirely, then I notified the contractors that they must pay them or I would have to stop the mill, and I think they paid them during that time. They made an arrangement with them to run extra hours even when we paid them. The contractors worked longer hours than we did.

Q. State to the committee the history of the Quinnebaug, and your judgment and opinion as to whether she has cost the Government too much, or over and beyond what it could have been done for at the navy-yard. In other words, the advantage, if any, to the Government, in the mode and manner in which she had been built, or the disadvantage.—A. When I came here I found the Quinnebaug three-fourths finished, or more than that. That was, the hull in the ship-house. We were doing a little work at her, but the force was reduced until everything was stopped. How much she cost up to that time I do not know. I never looked particularly at the amount. Then the question arose as to contracting the vessel out. I heard it talked of. I said I was sorry to hear that go on. I was fain to do all that I could, in a quiet way, not to have it done. I found I could not stop it, but I stood out and wanted to finish the Constitution myself, anyhow, if they did finish the other by contract. I wanted to finish the Constitution, because I felt a personal interest in her, she having been built by my grandfather. Whatever I could say or do did not change matters, and the Quinnebaug was contracted out for about the money I estimated (I think) we could finish her for. I then looked on and saw that the contract was complied with as near as I could; and when any question would arise as to what ought to be done, I referred them to the specifications. I told them that I had written them and they must do it in that way. I felt as if I was overslaughed, as the saying is, and I lost all interest in the vessel myself. I did not feel any pride in it. I did feel a pride in the Constitution, and hung on to her until the yard was broken up, and she eventually went over into the contractors' hands. I do not see any advantage in contracting out Government work at all, under any circumstances; even if it cost more to do it in a Government yard, I consider it enough bet-

ter to make the difference. If I build a ship and my reputation and credit are at stake, I think I can build a better one than a man who builds it on speculation, no matter what price he can get. If he is allowed to speculate, he will put a bad plank in, if he can shut the inspector's eyes, whereas I would not. If he had to furnish the plank, he would work it good or bad.

Q. The Government, as I understand from you, furnished all the material that goes into those vessels?—A. They have in some of these cases.

Q. And the contractors were allowed to select from the Government supply?—A. Yes, sir; but if they got out a stick, and got it half out for instance, and then found a defect in it, they would cover that up if they could, because they would not lose that amount of labor if they could help it. If they were furnishing their own timber they would use it anyhow, whereas, if I found a defective stick, as naval constructor, I would throw it aside. It might make it a little more costly. Driving fastenings, they drive slack, and drive two where I would drive one, but I would discharge a man if I caught him driving a slack bolt.

Q. In the controversies which you have had with contractors, has there been any occasion to appeal from your decisions to the chief of the bureau?—A. Not lately.

Q. Has there at any time?—A. O, yes; in olden times, when I was out West, during the war, quite a number of appeals were made.

Q. I mean about the Quinnebaug?—A. No, sir; not that I know of. There was on the part of the engineers. The work on the Quinnebaug was merely finishing, I think. The major part of the work was done, and the timber was got out. It was merely laying the decks. The deck-plank was hought all ready sawed, and the ship was nearly completed. There was some little controversy once and a while about how to do certain work, but when I would see Neafie personally and tell him a thing had to be done, he would direct his men to do it.

Q. Who had the contract for the plumbing on the Quinnebaug?—A. A young man named Steele.

Q. Was any estimate made by you for what that would likely cost?—A. No, sir; not that I recollect. There was an estimate made of how much it would cost to build that ship, I think. I was called upon for that. I made it in round numbers; so much for the hull, but no particular estimate for the plumbing.

Q. In your estimate was the cost of the plumbing made?—A. It was included in the general bill. We do not look upon the plumbing as amounting to much, as a general thing. It is a small matter compared with the cost of the hull of the ship.

Q. What relation is Mr. Steele to the constructor?—A. He was his son.

Q. Were either one of these contracts open to competition?—A. I do not know that. They did not come to me. I had nothing to do with them. I know merely that they were given out.

Q. Ought it not to have been done through you?—A. I would rather it would have been done through me, and tried to have some of them done through me.

Q. You were the constructor at this navy-yard?—A. Yes, sir.

Q. It was done, as I understood you, without consultation with you?—A. Yes, sir; I knew nothing about it until I had the orders that there was the contract, and there was the contractor; that he must be allowed to go on with the work, and certain instructions were given as to how he should be furnished with materials and the facilities of the yard.

Q. The Government furnished the material and the facilities of the yard. State whether the sum paid for or agreed to be paid for the Quinnebaug was under or over your estimate, taking both contracts, the plumbing and the other.—A. I do not recollect about the Quinnebaug exactly. I think Levy's bill for finishing the Quinnebaug, if he finished her fairly, was a low bill. I think it was lower than I estimated, though I would not be sure of that. If he would do all the work that is embodied in what I understand to be completing the hull and get her ready for sea, I do not think he got any more money from her than it was worth. Generally speaking, when vessels of that kind come out of the contractors' hands, we have to do a great deal with them.

By Mr. BURLEIGH:

Q. Did any question arise about the completing of the hull?—A. There has not yet, because she has not been turned over as completed yet. If she has, she has been since I left the yard. I do not think she has. I do not think there has been much done to her since she has gone up there, from what I can understand. I have not seen her lately.

By the CHAIRMAN:

Q. When was she to have been completed, according to contract?—A. I do not recollect that.

Q. Has there been more than one contract by Neafie & Levy on the Quinnebaug?—A. Not excepting that they had a contract with steam-engineering to put the engines in. They had a contract to put the engines in, as well as to complete the hull. They were two separate contracts.

Q. Do you know how much that contract will amount to, to fit her ready for sea?—A. No, sir; I think they wanted to make a third one to do that.

Q. Taking all the contracts together?—A. Judging from my view of the case, I think by

the time he gets her done, if he makes a third contract, he will receive as much money as it would have cost us to have done it.

Q. Is that inclusive or exclusive of Steele's contract?—A. As I have said before, we do not count the plumbing-work in as a separate affair generally, and I would hardly make any note of what that would amount to. If you take Steele's contract in, also, then I am pretty positive that he would receive more than it would have cost us to complete it.

Q. How does the work on her compare with the work usually done in the yard? Take the *Vandalia*, for instance.—A. It compares favorably, I think. He did his work very well, what work I saw up to the time I quit.

Q. Do you understand that they claim that they have completed their contract?—A. I have really not heard anything at all about it one way or the other.

Q. Has she been inspected by any officer of the Government?—A. Not that I know of; I think not. I understood indirectly, that they calculated to have another contract. They took her up to their yard with a view to have another contract to complete her ready for sea, but I did not understand that he claimed that he had completed all that he had already contracted for, but that there would be work that he would contract for. I think he is right in that. I do not think spars were included in the contract. If the spars are, he would be entitled therefor to more money. I think they were excepted.

Q. Do you know whether the contractors have ever presented any claim for any extra work on her?—A. No, sir, not to my knowledge; none during the time I was attached to the yard, nor was there anything said about extra work.

Q. If now completed, or ready for inspection, or so held and claimed by them, you would not be called upon in the regular line of your duties to inspect her, would you?—A. That is a question I cannot answer. I do not know whether I would or not.

Q. You are detailed from League Island now, are you not?—A. Yes, sir; I am ordered to report to Admiral Jenkins for centennial duty, and am supposed to be on that duty.

Q. I understood you to state a moment ago, that you were directed to furnish to the contractor material and every facility?—A. Yes, sir; that is the understanding of the letter that I received. I interpreted it that we should not interfere with our own work, and once in a while we would have a little controversy among our men and theirs, as to who should have the right to the tools first, and my decision was, that we should do our work first, and they would have to wait.

Q. Have they made any claim, if you know it, for detention?—A. Not that I know of.

Q. No demand for damages has been made?—A. Not that I know of. I never heard that they nor ever heard anything about it one way or the other.

Q. Do you know of any sums of money being paid to the contractor?—A. I do not know whether I made a certificate to the contractor on the *Quinnebaug* or not. I am not sure. I do not think, however, it is possible that I did so. I have no recollection of it in my mind. I do not think he ever applied for payment up to the time that I left the yard.

Q. How about the *Constitution*? Materials and facilities of the yard were also furnished the contractors in her case, were they not?—A. No, sir; I put her afloat before I quit. She lay alongside the dock after they sold the yard, and since that she has gone over to the other side. There are no facilities to be furnished at this yard, but they furnished material. She is up at Dialogue & Woods.

Q. They are over at Camden?—A. Yes, sir.

Q. In furnishing material to these constructors from the navy-yard it is done so here at the cost of the material to the Government?—A. We charge them at whatever the material stands on the books, the same as we should do if we were using it ourselves. We take a stick of timber marked on our books as having cost 25 cents, and we charge it to them at that price.

Q. They are allowed to come in and select the timber?—A. They come in and select it; yes, sir.

Q. Who paid for the launching of the *Quinnebaug*?—A. So far as I know the contractor paid for it. I was not present when she was launched, but it was in his contract. I never signed any bill for the launching of her, and never heard any talk about such a thing and never saw any claim for it, and in fact I never heard the question raised.

Q. Since you have been connected with this yard, have you any knowledge of the quantity of iron that has been delivered to any parties by order of the department?—A. Yes, sir.

Q. To whom has it been delivered?—A. It has been delivered to Mr. Roach, and Seyfert, McManus & Co., or the Reading Iron Company's works, and Pennick & Co., and I think the Phoenix Mill, although I will not be sure of that, and a small quantity to Mr. Noblit.

Q. Are you able to give to the committee the quantities furnished to each and the terms and conditions thereof?—A. Not without referring to the books. I can say in reference to Seyfert, McManus & Co., pretty nearly the amount delivered, for the reason that I have made a recapitulation of it recently, as it was a sort of muddled affair. There are already on the books about four and a half million pounds in their case, and there is a lot of iron that has not yet been turned in, but it is to be turned in when it is weighed.

Q. Where is that iron that is yet to be weighed?—A. I think that is down on Prime-street wharf, I believe they call it, or something, or point.

Q. Is it not Queen-street wharf?—A. Yes; in a store-house there.

Q. In a Pennsylvania Railroad store-house?—A. I do not know what house it is. I never saw it. It is somewhere around there. I have heard of that from the controversies in the newspapers.

Q. Do you understand that to be a large or small quantity?—A. I think there were 200,000 pounds; perhaps there may be more. They tore the seals up almost the first thing they did, and the question arose as to what was to be done. They said they would furnish sworn statements of its weight. Says I, "It is only in the way, and if it stays here we will lose; it might as well go that way as any other." I do not know that I said that. That was my view of the case. The yard was to be sold out at a given time; all that was in the yard went with it, and whatever we could save off of it I thought was clear gain.

Q. Has there been a large or small quantity delivered to Mr. John Roach?—A. A large quantity, although I do not know that it was a large quantity either to Mr. Roach. A large quantity has been delivered to Pennick & Co. Mr. Roach had a large quantity that came off the Puritan down at the lower end of the yard. There was a large amount of iron on her that was turned over to him, and the armor-plating was turned over to Pennick & Co., and that is entered in the books. I have, however, never added it up to see what the aggregate was. I did know, because Seyfert, McManus & Co.'s iron was paid for. They were to return new iron for it. In the other cases I never received anything at all in return.

Q. Do you know upon what terms the iron was turned over to Roach and Pennick?—A. I do not know on what terms it was turned over to Roach. I do with Pennick, for the reason that Seyfert & McManus had theirs on the same terms. I had to strike balances as they called for the bills, &c I have been called on to make a report as to how the case stood, and I have struck balances and made several reports, and that has impressed it on my mind.

Q. I understand, then, the ease of Pennick & Co. is the same as that of Seyfert, McManus & Co.—to take it at $1\frac{1}{2}$ cents a pound for the old iron, which was to be paid for in new iron at 8 cents a pound?—A. Yes, sir; that is what I understand it to be. There are some portions, however, that are to be exchanged three tons for one.

Q. But you do not know what it is in the case of John Roach?—A. No, sir. I do not recollect that I ever heard anything about it. I think I was merely ordered to send the material over to him, and that I did, and knew nothing further about it.

Q. Is it not within your knowledge that the Amphitrite, the Terror, the Puritan, the Miantonomoh, have been torn to pieces, and the iron upon them delivered to Mr. John Roach?

—A. I do not know what has become of the iron on them. I know they have been torn to pieces. I do not know that the iron has been delivered to John Roach. I suppose that each one that had the vessel torn to pieces took the iron, although I have no knowledge of it.

Q. Who tore them to pieces?—A. My impression is that the Terror was torn to pieces by Cramps. Another was torn to pieces down at Mr. Roach's.

Q. Was that the Puritan?—A. No, sir. She is an iron vessel. She lies at Mr. Roach's yet.

Q. Was it the Miantonomoh?—A. I do not know that. There was one burnt not far from Wilmington. That was one they had at Harlan & Hollingsworth's. I went down and saw her burning. After tearing off all the iron that they could, they hauled her there and burned her.

Q. Which vessel was that?—A. I could not say that. Putting fire to her was the cheapest way to get the iron out.

Q. She was burned, then, designedly?—A. O, yes.

Q. Which one of these vessels, or was it either one of them, that the iron was taken from at Boston?—A. That I do not know. I didn't know that there was one torn to pieces at Boston.

Q. I mean the outside iron having been taken from her, and she then being towed around to Mr. Roach's, to Chester, or to Wilmington?—A. That might have been the one I saw burning. I am not sure about that. I do not know which of the two was at Mr. Roach's. I knew they had one there, and they were at work at her tearing her up.

Q. You do not know upon what terms Mr. Roach obtained his iron that has been turned over to him by order of the Department?—A. No, sir; I do not.

Q. You are an old Navy-constructor, senior upon the active list?—A. Yes, sir.

Q. State to the committee what is the wisdom or good policy of the Department in making these contracts with Mr. Roach and others.—A. I do not think there is any wisdom or good policy in it. I could not state that there was. My impression is that it is not a wise proceeding; that they had better do the work in the navy-yard.

Q. Are you, from your position of experience and your standing in the construction department of the Navy, able to tell the committee by what authority, under the law, vessels belonging to the United States are destroyed?—A. I do not know. I do not know where the authority would come from. I did not understand it. I know that it has been understood among us in former years that a vessel could be repaired to any extent, but that she could not be destroyed and a new vessel built without the authority of an act of Congress. That has been my understanding. Now, as to knowing the law on the subject, I do not know that I know it. I always supposed that it required an act of Congress to build a new vessel.

Q. Do you know of any material at any time rejected by you which was afterward re-

ceived?—A. Yes, that was some years ago. I rejected a lot of timber belonging to Mr. Bigler some years ago in Boston, and he subsequently got another survey on it and it was received.

Q. What year was that?—A. It was 1867 or 1868.

Q. Were you on a board to examine the Puritan?—A. Yes, sir.

Q. Who composed that board?—A. Naval Constructor Fernall, Mr. Steele, and myself, I think, constituted the board.

Q. What was your report?—A. Our report was to the effect that if any change was to be made in the vessel, she was to be reconstructed according to the modern style. We recommended a modern class of monitors similar to those now being built; that she was not now in her present condition a proper ship to mount turrets on.

Q. Did you recommend any change to be made?—A. No, sir; I do not think we did; not to my recollection.

Q. Do you know of any such board as was contemplated by law ever examining into her condition and reporting upon the extent of repairs necessary to be done upon her?—A. No, sir.

Q. If any such was held you have no information of it?—A. I have no knowledge of any such board being held.

Q. In the lot of timber that you received from Mr. Wallace was there any difficulty about that or about the price?—A. Not that I know of.

Q. Do you not remember that you first made out the bill at the rate of 55 cents per cubic foot, and that you were subsequently instructed by the head of the bureau to make them out at 65 cents?—A. No, sir; I do not recollect that fact. It may be so. I think I wrote a letter asking at what price it was to be made out and I got instructions to make it at 65, but I do not think that I made a set of bills and then changed them.

Q. Did you not change them by order?—A. No, sir; I have no recollection of changing them even by order; I am pretty certain that I never made a set of bills and signed them and then changed them by order. Possibly I did. Whenever there was anything of that kind done, I always indorsed on the bills in red ink the fact that it was so ordered by the department. Whenever any purchase was made by order of the department, I would indorse on the bills that this was authorized by such or such a letter. The bill would show on its face the authority by which it was contracted.

Q. State if, previous to August 7, 1875, you had not been directed to permit Mr. Wallace to store timber at this yard subject to future purchase if the department so desired?—A. There have been such orders given, but whether it was in reference to Wallace or not, I do not recollect.

Q. At the time when this telegram was sent which I now propose to read, I ask you if Mr. Wallace's lumber or timber was not on the yard?—A. No, sir; it was afloat in the river. It was in the raft, which was a large one.

By Mr. BURLEIGH:

Q. Was the raft in the yard?—A. No, sir; it came up afterward by tow, and I blowed them sky-high for fetching it up, and I made them take it back.

By the CHAIRMAN:

Q. The telegram reads:

“AUGUST 7, 1875.—In making out Wallace's timber-bill, please have them in two sets—one set to equal about \$2,000, one-third of this amount to be taken from each of the three kinds of timber.”

A. I recollect that telegram about making out a separate set of bills. I was away on a board of constructors. I was here when this timber arrived, and recollect all about that, but I do not recollect this letter, and I am inclined to think that about changing the bills was done while I was absent, by my assistant. If I was at the yard at the time, I did it. The letters are addressed to the constructor, and in my absence the assistant would open the letters.

Q. Have you any recollection of receiving a second telegram of that date?—“The bills for the timber delivered by Wallace will be made out as follows: Plank-stock, 46 cents; masts, 90 cents, if you consider this a fair market-price. I. Hanscom”—A. No, sir; I do not recollect that telegram, but I do the one about making the \$2,000 bill.

Q. Do you remember this letter of Isaiah Hanscom: “The inclosed bills, two sets, of timber delivered by G. T. Wallace, forwarded with your letter of the 10th instant, No. 136, are herewith returned. The prices for the mast-timber and plank-stock are correct, but that for beams appears too low. There was an error in the telegram of the 7th instant to you with regard to the price of the beams. It should have been 65 per cubic foot, and not 55 cents, as stated; and you will please have new bills made out, with the alteration of 65 cents per cubic foot for the beams, if you consider that a fair market-price. Isaiah Hanscom.”—A. I must confess I do not recollect that letter. I know, however, if I was at the yard at the time, I undoubtedly received it, and made out bills in accordance therewith.

Q. This letter, addressed to Commodore Preble, is under date of June 11, 1875:

"You will please allow Mr. George T. Wallace to land 15,000 feet of yellow-pine plank-stock at the Philadelphia yard or at League Island station—at whichever place it may be most needed.

"Very respectfully, your obedient servant,

"I. HANSCOM."

It had not then been bought?—A. No, sir; I had no knowledge that he was going to have it there until the receipt of that letter.

Q. Was that landed at League Island?—A. Yes, sir; they brought it to the old yard, and we picked out some stuff to make the masts of the Constitution of, and sent the balance down. We picked several sticks out.

Q. State if it has not frequently occurred that parties were allowed to store their lumber either at League Island or the old yard?—A. No, sir; not frequently. I do not know of a case here. I have known it done east, where people have been allowed to put timber there,

Q. Do you not remember that S. P. Brown was allowed to do it at this yard?—A. We bought a large amount of stuff from him. I do not remember the fact of his storing it there, previously, however.

Q. Did not a lot come here at League Island, and was it not afterward directed to be received by the bureau?—A. Yes, sir; that might have been the fact. We have had orders to receive and measure timber, the bills to be made out at some future day. I think we have had cases of that kind, but not storing it on a man's own account.

By Mr. JONES:

Q. It would be on his own account until you received it?—A. Well, if we measured it, he would know how much there was of it, and if he stored it there without its being measured, we might use a lot of it, and he not know anything about it.

By the CHAIRMAN:

Q. I call your attention to a letter addressed to the commandant by the chief of the bureau, Mr. Hanscom:

"Referring to your letter of the 26th ultimo, No. 12, relative to a quantity of about 23,000 cubic feet of white-oak timber, offered for delivery at the yard under your command, by Hatch, Land & Co., you are authorized to have it landed and inspected, with a view to its purchase early in the next fiscal year, if found to be of good quality, and offered at the lowest market-price."

A. I recollect that.

Q. That was to be stored there from that date, February 12, 1875, until the next fiscal year commenced?—A. Yes, sir; that is one instance; but I view that in the light that we virtually bought that timber.

Q. Then, if you bought it, there was an obligation incurred, was there not?—A. I understood so; that was my own personal view of the matter.

Q. And if an obligation was incurred, it was incurred out of an appropriation not yet made?—A. Well, that was a case; but that was no business of mine. I had nothing to do with it.

Q. Would not that be contrary to law?—A. That I do not know; I suppose it would. I know they do anticipate appropriations every year nearly, and have been doing it lately.

Q. They have been anticipating?—A. Yes, sir; I should say so in almost all the work they have been doing. Very often a contractor comes along and says, "Well, I will wait until next year for my pay." I have had contractors say that to me fifty times.

Q. Do you know where it was a fact that, it was done?—A. No, sir; unless this case was one of them. Their saying that to me of course had no effect. I could do nothing but answer them that I could not make any arrangement with them, and that they would have to go to headquarters. I have known of a case where timber was allowed to be stored on the yard at California, without any reference to the purchase of it at all; but where it was stored in that way, with a view to its purchase, we measured that timber, and went through all the arrangements; and when the order came to bill it we were ready to do so at once. That is all we had to do when it was bought.

Q. Mr. F. M. Gibbs was employed at the navy-yard in this place as a pattern-maker?—A. Yes, sir.

Q. Did you discharge him?—A. Yes, sir; once or twice—two or three times.

Q. For what reason did you discharge him?—A. When we reduced the force we discharged him, because he was an incompetent man. He did not know anything more about pattern-making than a child.

Q. For what reason did you discharge him the second time?—A. For the same reason, because we wanted to reduce the force. I asked permission to discharge those ordered to be employed, and got word that I could do so; and then I told him to go.

Q. It appears by an order from the head of the bureau, under date of January 14, 1875, you were directed to re-employ him, and not discharge him without the order of the department?—A. Yes, sir. I received orders in this way subsequent to that date. I asked if those employed by order of the department were to be retained, or could be included in the dis-

charge, and then word would come back that I could include them, and then I would discharge him, maybe—him and others; and then an order would come to put him back again. That book does not contain one out of fifty of those orders.

Q. State if, during the time you have been at this yard, the head of the bureau, Mr. Hanscom, and the Secretary of the Navy, have not, from time to time, directed you to take on men, and designate, at the same time, the positions they were to fill?—A. Yes, sir.

Q. To what extent has that been done?—A. A great number, I could not say how many.

Q. Have you received such orders in what I shall term an unofficial manner?—A. No, sir; they would come through the commandant, but they would always be written in a manner that I should consider unofficial.

Q. How?—A. I have had little slips of paper written by the Secretary sent to the commodore with the Secretary's name on it directing four or five men to be employed.

Q. Were those orders dated away from the Department?—A. I think in some cases they were not dated at all. I would hardly know whether they were or not. They were scraps of memoranda. They were sent down to me by the commandant.

Q. Were they dated at any of the hotels in the city of Philadelphia, or Camden, or New York?—A. I think some of them were dated in Camden. I do not know about Philadelphia.

Q. Have you not received orders transmitting to you lists which were made out by parties not connected with the Navy Department?—A. Yes, sir.

Q. Or who said that they had the authority of the head of the bureau to transmit them to you?—A. I never received those lists unless they came by authority; they would bring the papers with them.

Q. And you say that has been done in large numbers?—A. Yes, sir; that has been done quite often. Some Camden man would come. The postmaster, Mr. Lee, and his brother, and Mr. Robeson had their heads together, and would have a list of names and then give an order to employ. This list would be made out by them, and the men would know it before I received it, and I would receive it through the commodore. They would come over and want to know if the names of such and such parties were employed, and I would say no. They would say an order had come to employ them, and perhaps a day afterward or an hour afterward a paper would come down from the commandant with this list with an order to employ them.

Q. Have a number of incompetent men been put on the yard under such orders?—A. There have been some incompetent men not qualified for the positions they held.

Q. In such orders they would be directed to be rated as skilled mechanics, when, in fact, they were not such?—A. Yes, sir; this pattern-maker was one of them. I could not state the cases now, but I had joiners and blacksmiths, and shipwrights, &c., and then I would be complained about. Folks would come to me and say, "You have got men at work there who are not joiners." I tried to cure it, but could not.

Q. Passing from that subject and taking another that is suggested by the correspondence, I have to call your attention to a contract for the delivery of white-oak knees made with Thomas C. Basshor & Company?—A. There was an order to receive a certain number of knees from them.

Q. That was done, was it not, upon a requisition made by you?—A. I think not.

Q. Did not that requisition originate with you?—A. I think not. I do not recollect ever making a requisition for knees. I might have written a letter asking for knees, but I do not think I ever made a requisition for them. We used to have a fashion of buying knees at any and all times, of whomever presented one or fifty knees at regular given rates.

Q. Do you remember writing that you needed them here?—A. Yes, sir; I think I wrote saying that we required a lot of knees.

Q. For what purpose did you require them?—A. For the Quinnebaug, the Antietam, and the Constitution. The Antietam was launched without being finished as a sea going ship, and was just kept as a store-ship, and we did not use any on her.

Q. When was the Antietam launched?—A. Last fall while I was off on that board of which I have spoken heretofore. She was calked and put overboard, and nothing else was done to her.

Q. When was the Constitution launched?—A. She was hauled off a day or two before the 1st of January. She was hauled on the dry-dock to take her off the yard.

Q. How many knees did you state, in your correspondence with the bureau, that you required?—A. I did not state how many I would require. I think the purport of my letter was that we ought to have a lot on hand; that we ought to have five or six hundred, or six or eight hundred.

Q. How many have been received under the contract with Basshor & Co.?—A. I do not know how many.

Q. Were you not notified of a contract first of 500, and then subsequently of one for 800?—A. I recollect 800; I do not recollect 500.

Q. Was not League Island in supply of a large number at that time?—A. No, sir; there were not 25 good knees in the yard.

Q. Had not a lot been received from Washington City prior to the making of this contract with Basshor?—A. No, sir; not that I know of.

Q. Had none been shipped from Washington City here?—A. Not that I know of.

Q. How many knees have been delivered here since March, 1875?—A. That I do not know; quite a number, but I do not know how many; probably a thousand, all told.

Q. From whom have they been received?—A. Principally from this firm of Basshor & Co., in fact, all from them. There was another party, named Joseph L. Savage, who had authority to put some in, and is now putting them in, I believe; he only had a few.

Q. Do you remember that Orvil Grant called to see you in regard to knees?—A. Yes, sir.

Q. Did he bring a letter to you from the head of the bureau?—A. He brought a letter of introduction, but I do not think it was from the head of the bureau. I forget now who it was from.

Q. Was it from the Secretary of the Navy?—A. No, sir; it was some friend of mine, merely introducing him.

Q. Did you receive no letter from the head of the bureau in regard to these knees?—A. Not except official letters that I know of.

Q. Did you get no private letter from any one?—A. I did—a letter of introduction of Mr. Grant, and another man with him.

Q. Was it Ripley?—A. Yes; I think that is the name. It was introducing me to both of them.

Q. Who was the letter of introduction from?—A. It was not from Mr. Hanscom. It was from somebody whose name I do not now recollect. I do not think I ever had a letter from Mr. Hanscom in reference to Mr. Grant at all—none except official letters, and they did not mention Mr. Grant's name. Mr. Grant saw me several times on the subject. The requisition about these knees has just come to my memory. My letter said that certain knees were offered, and I asked authority to buy them. I think that was the way the letter was written. Some one comes along, for instance, and offers me a lot of material, and it is necessary to have it, although we have no immediate use for it. Now, when they are offered to me, I say to them, "You make a formal offer of them, and I will write a letter to the Department asking permission to buy them." I think that is the way the knee question came up. I think he offered these knees, and I wrote a letter, saying they had been offered at less than Government rates.

Q. They were offered you by Grant and Ripley?—A. Yes; I think that is the way it was done. The offer is in writing, and ought to be in that letter-book.

Q. State if a practice of this kind prevails among contractors, and if your attention has been called to it. A contractor with the Navy Department, in any one of the classes in which there are a number of articles, makes his bid, we will say, for part of them, in which he makes a very fair or large profit. A number of other articles are below the market-price. The rule of the Department being to take the bid and scale it; that is, take its average. Then, when the contractor comes to fill his contract, he delivers the articles on which he makes a profit, but fails to deliver the others—A. Very often we have trouble on that score.

Q. And thereupon, if discharged from the obligation of his contract by the Department, he has made a good thing of it?—A. We often have trouble, and when we come to examine into it we think that that is the case. If they make nothing on some article and very much on the others, they get clear of delivering the losing article until the necessity for it has passed away, and we have had to utilize something else. We have probably got by our work, or whatever it may be, without it; and then when the necessity has gone we do not want the article.

Q. I call your attention to a letter from the head of the bureau, and ask you if that is one of that kind of cases, and whether you have any recollection of it. It is addressed to the commandant of the yard, dated April 14, 1875:

"SIR: Mr. George H. Creed having signified his willingness to close all uncompleted classes under his contract on July 1, 1875, you will please have the reservation-bills made out and forwarded to the bureau, and direct that no more deliveries be received under that contract."

"Very respectfully, your obedient servant,

"I. HANSCOM,
"Chief of Bureau."

A. I recollect closing the previous contract. I recollect quite a number of articles delivered, and probably some of them came under that head. I do not recollect any particular inconvenience on that account, however. We were short of money, I think, at that time, and were glad enough to close it up.

Q. In the same connection I read to you another under date of May 24, 1875:

"Mr. J. W. Bucher having signified his willingness to close all uncompleted classes under his contract on July 1, 1875, you will please have the reservation-bills made out and forwarded to the bureau, and direct that no more deliveries be received under that contract."

A. I think I would make about the same answer to that as I would to the other, that there

was no inconvenience in closing his contract with us. There may have been some things there that he would lose money on in delivering. I think not to any great extent; his contract was pretty well filled. He was a Washington man. He put in some bids there that he lost pretty heavily on, I know. Some articles cost him five times what he contracted for. I do not think he made much on his contract.

Q. Who was the inspector sent up to Delaware to inspect the knees to be delivered by Basshor & Co.?—A. Mr. Keen, inspector of the yard.

Q. Where is he now?—A. He is somewhere about Philadelphia. I saw him the other day. Q. Is he in the service of the Government at the present time?—A. I rather think that he is suspended, as everybody is suspended there at the present time. He is, however, about here.

Q. Under date of July 19, 1875, I find the following order.

"Please forward to the bureau, bills for reservation due Messrs. Hyatt and Spencer under their contract of July 1, 1874, and receive no more deliveries under it."

A. I recollect that.

Q. They were large contractors, were they not?—A. They had been; they were not then. Their contracts would not amount to much. They were about as fair contractors as we had to deal with.

By Mr. BURLEIGH:

Q. I ask you, as an expert in the business of contracts, if, in the contract with the Government, where the contractor agrees to furnish all the materials and labor for building a vessel except the live-oak timber for the frame, you would expect that the Government under such a contract would get the frame out to the molds, and do the labor on it?—A. Most assuredly not. I would expect to furnish a lot of timber from which he could mold his frame; that is, if I had a stick that was not crooked enough, I would find one that was. I would spread the timber out for him.

Q. It is understood that the live-oak timber in a man-of-war is what is put in the frame?—A. Yes, sir.

Q. Then, if the contract merely stated the live-oak timber, would you consider or not that the Government was to get that timber out so as to be fitted for the frame?—A. I merely would furnish a piece of wood from which he would mold the frame and work it, either crooked or straight timber, as the case might be. I propose that they would pick it out for themselves.

Q. Then the live-oak timber in such case would not mean anything more than timber suitable for the purpose?—A. Suitable timber to mold the frame out of. If I had a pile of lumber, I should expect them to go to the pile and pick it out.

Q. What was done with the live-oak timber which you surveyed in Louisiana, and which was shipped to California, after it arrived there.?—A. I do not know what was done with it.

Q. Were you not in California when it came there?—A. No, sir.

Q. Nor since it has been there?—A. No, sir.

Q. When were you in California?—A. I left there in the spring of 1871.

Q. Was that before this timber was sent there?—A. Yes, sir; long before I went to the swamps to get it.

Q. Is there any live-oak timber on the Pacific side?—A. There is timber that they call live-oak. I have had some samples of it, but not any quantity, unless what Mr. Webb told me was true, that he found it down in Lower California. I do not know of any of my own knowledge. There is a little scrub-oak that grows there that they call live-oak, but it is not large enough to be called timber.

Q. If a contractor agrees to build a vessel, at whose expense would she be launched?—A. If he was to deliver her at any other point than the place he built her on, I should say that he would have to do it himself.

Q. In the absence of any specification in regard to a particular place of delivery?—A. I should say that he ought to launch her.

Q. In a contract with specifications attached, where it is stated that the work should be done according to contract and specification, would not everything in the contract and specifications have to be done by the contractor?—A. I should say so, unless there was some specification in the contract saying excepting this, that, or the other. I used to put a clause at the bottom of all the contracts that I ever made, so that if we omitted anything they would have to do it anyhow.

By Mr. JONES:

Q. I understood the contract was \$2.55 a foot for live-oak delivered at Mare Island?—A. Yes, sir.

Q. Did that include the different classes?—A. No, sir; that was rather muddled. It was \$2.55 for that delivered previous to a given time; \$2.50 for that delivered after that time.

By Mr. BURLEIGH:

Q. Did that mean special pieces?—A. I can read the exact contract to you. It is the S. P. Brown contract:

"The Department is desirous of having live-oak timber furnished to the California navy-yard at as early a day as practicable, and offers to pay you for the delivery of the amount claimed at the California yard \$2.55 per cubic foot for that portion delivered within seven months of the date of this agreement, and \$2.50 per cubic foot for that part of the amount delivered after that time."

Q. In the specifications for the timber, is there no difference in prices for large timber and special pieces and crooked timber?—A. I do not think it is mentioned in the contract. It is not mentioned in this contract, at least:

"Your proposition to furnish and deliver to the navy-yard, Mare Island, Cal., as a portion of the hundred thousand additional cubic feet which you were authorized to furnish on your contract dated April 28, 1871, 5,000 cubic feet of live-oak, stem-pieces, stern-pieces, aprons, dead-woods, &c.; 40,000 cubic feet of live-oak promiscuous timber, and sided 12 inches, 17 to 20 feet long, with a natural curve of 15 to 24 inches, and 5,000 cubic feet of live-oak promiscuous timber sided 13 inches in length, 17 to 20 feet, with a natural curve of 18 to 24 inches, all to be of the best quality of live-oak, and to be inspected by a Government inspector or naval constructor previous to its shipment, to be insured to its full value for what it is worth when received at the navy-yard for the benefit of the Government, the policy to be filed in the Navy Department, for the piece of such timber in your contract to be delivered in the New York navy-yard with the additional cost of freight to California, lighterage, and insurance, which will make the cost of the timber when delivered at Mare Island navy-yard, \$2.55 per cubic foot, has been considered by the Department, and thought to be above a fair market-price. The Department is desirous of having live-oak timber furnished the California navy-yard at as early a date as practicable, and offers to pay you for the delivery of the amount named at the California yard \$2.55 per cubic foot for that portion delivered within seven months of the date of this agreement, and \$2.50 per cubic foot for that part of the amount delivered after that time, payments to be made upon the amount shipped as certified to by the naval constructor, and when the insurance policy has been deposited in the Navy Department.

"Very respectfully, your obedient servant,

"I. HANSCOM.

"S. P. BROWN & Co."

That came with my orders as a part of those orders and instructions.

Q. I understood you to say that you said to Mr. Brown's agent when there was any timber that you rejected that you would not receive it, and he could send that north?—A. They were shipping timber north at the same time, and when they were not satisfied with my decision or measurement, I would say "I won't take that; you can send that off; you can sell it there."

Q. And they did so?—A. I suppose they did.

Q. Whom did that timber go to?—A. It went to Boston or New York.

Q. And to the Portsmouth navy-yard?—A. I suppose so. I do not know whether they sent any to Portsmouth. I do not know, of my own knowledge, of any vessels loading there except for New York.

Q. Did you not require as good timber north as you did in California?—A. Yes; but I had the first pick. I picked the timber right in the wood. There was no question about it with me; if it was not a good stick I would not take it.

Q. If you had been buying for the Government would you have selected such timber as was sent to the New York navy-yard for Government purposes?—A. I did not see all the timber that was sent to the navy-yard at New York.

Q. I understood you to say that you always gave the contractor a fair inspection according to his contract with the Government.—A. I did, always; and did justice to the Government as near as my judgment would permit me. I gave it the benefit of all the experience and knowledge that I had myself.

Q. I understand you to say that you made the specifications on which the Quinnebaug was completed?—A. Yes, sir; I wrote the specifications for that vessel under the direction of Mr. Hanscom.

Q. Do you know whether she was completed according to the specifications?—A. Up to the point of her leaving the navy-yard she was as nearly as practicable.

Q. No reductions or alterations, or changes were made by orders from the bureau, were there?—A. None that I am aware of that affected the vessel at all. There might have been some little change made in the deck-plan or hatches, but that does not affect the hull of the vessel at all.

Q. Have you a copy of the estimate to complete the vessel?—A. No, sir; I have not got it with me.

Q. I understand that you are here on centennial duty?—A. I am.

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Q. What orders have you received since you have been here on that duty?—A. I have received but two.

Q. What were they?—A. One was to visit Chester and examine the Puritan.

Q. To whom were you ordered to report?—A. To the bureau.

Q. What duty did you do there?—A. I went down there and examined her, and made a little estimate of her weights, and one thing and another. One of the members of the board looked at some of the plans, and we came to the conclusion what ought to be done with the vessel, if anything, and then made a report.

Q. Were the requirements of the Government such that they could not commence removing the Government property from the navy-yard at an earlier day?—A. Certainly, they could have commenced removing the property at an earlier date than they did. I do not know any reason why they should not have done so.

Q. Without being detrimental to the Government?—A. It would not have affected that question at all.

Q. Would it not have been a great saving to the Government to have had more time to remove the old yard to League Island?—A. I think so.

Q. Is there need of two assistant constructors at League Island, or any other yard at any one time?—A. Yes, sir; at the large yards there is.

Q. Is there at League Island at the present time?—A. No, sir; I think there is not. I do not think there are two there now. There is one acting, perhaps. Now, if you come to the engineer corps you will find eight or ten engineers, and you come to the line officers and you will find from forty to fifty, and one solitary constructor to fight the whole of them, for he has to fight them all. It is well enough in a yard like Boston or New York that there should be two assistants to give them a little show. It is a continual pull at him all the time. If you ask the officers to do anything they won't help you at all; but if they ask the constructor for anything it has to be given at once.

Q. Did you know of any one bearing his name on the pay-roll in your department who did not perform any duty to the Government while you were connected with the Government in this yard?—A. There was one in Washington who was on our pay-roll. He performed duty at the Department. I did have Mr. Steele's men on my roll, but I required him to furnish me a certificate of their time each month. He was a constructor. He had one or two men employed down at Chester and Wilmington, and their time was turned in to me. He had a ship-carpenter from Boston named Magoon, who performed duty at Chester as assistant inspector. At the expiration of the month Mr. Steele would make a certificate and sign it, and I would place his name on the roll. We were authorized by the Department to do so.

Q. How many constructors were there promoted from assistant constructors last year?—A. Four I think.

Q. Was there, in your opinion, any actual necessity for the assistant constructors being made constructors at that time?—A. I do not think there was any need of so many being made. I think it was a mistake.

Q. Do you consider it an unnecessary expense to the Government on account of the pay being increased?—A. Yes; I think so.

Q. Is it your opinion that the civil engineers of the Department are needed in the yard?—A. No, sir; I think their services could be dispensed with, and their duties could be done by the constructor.

Q. With a saving to the Government?—A. Yes. I think we could get ships better adapted to our work.

Q. Do they not interfere with the constructor's department?—A. It is a continual drag with us to get them to do what belongs to them, so that we can go on with our work.

Q. Is there any duty performed, as a general thing, in the yard by the civil engineer that could not be done under the heads of the construction department?—A. There is none that I know of but what construction can do just as well, and nine times out of ten better than they.

Q. With more or less expense to the Government?—A. Less expense; because they would know exactly what they were doing, whereas civil engineers do not seem to know; at least, I never found one that did.

By Mr. HARRIS:

Q. I noticed you made the remark that while the contractors were having the use of the yard they took what tools they pleased and did not return them.—A. They used them as they pleased. In tearing up a vessel, one of the iron-clads, the two men who had the contract had the same privilege, and we were tearing up the Nebraska at the same time. In that case they would come and get our tools, and my men would complain that we could not get them back; and we have never seen them again.

Q. Were they not charged to these men if they took them?—A. We could not identify them. There was no way to charge them. If a man borrows a hammer or a maul, you could not charge it, hardly.

Q. To what extent did they borrow tools that were not returned?—A. I do not suppose the actual cash value of them would amount to much. Probably \$200 or \$300 would cover

that; but the inconvenience was great. A man leaving his maul at night and coming back in the morning, would find it gone. They robbed the tool-chest. We tried to detect them, but could not do it.

Q. That was done by workmen, I suppose?—A. Well, I suppose the bosses did not take them. We had no jurisdiction over the men: they did pretty much as they pleased.

Q. Then the inconvenience that you complain of is, that introducing men not under the direct employment of the officers of the yard, it was impossible to control them properly and keep the property safe?—A. Yes, sir; I found that to be the case—either public or private property.

Q. Do you mean to intimate that it was the fault of the contractor or of his employés?—A. The fault of the employés, and then, to a great extent, it was the fault of the contractor; if he wanted anything he would ask for it, and if we had not got it he would say, "Well, you ought to have such a tool; it is necessary for us to have it." I told them they could not get it; that we had to get along without it ourselves. There would, perhaps, be a little snarl on that, of course.

Q. Were you constructor of the yard during the period of the removal?—A. Yes; during the entire period. The yard was sold while I was there as constructor. I was here when Mr. Hichborn was here; I was working on the Constitution, and Mr. Hichborn relieved me as the constructor. We had two forces here—one down at League Island and one up here.

Q. Were you here after January 1, 1876?—A. Yes, sir; some days.

Q. In answer to the chairman you said that at the time you wrote a letter to Mr. Hanscom recommending the purchase of certain knees, you had not in the yard any knees except those which were condemned?—A. Very few; I do not suppose that there were twenty-five knees in the yard that were good for anything, and they had been lately purchased. We had a pile of knees that had been culled over and over again. They were not rotten, but having been picked over so often there were none that could go in use. They might, possibly, if we were building small craft.

Q. How long before the yard was broken up did those knees come in?—A. A good while. We have not received any knees here at this yard for I do not know how long.

Q. Were those knees that were purchased under your letter to Mr. Hanscom sent to League Island or here?—A. To League Island.

Q. Did any of them come here?—A. No, sir; there have none been received at this yard for a long while; I do not know how long, say a year; they all went to League Island.

Q. Do you know what knees were sold?—A. I know that there was a pile of knees sold that I have spoken of.

Q. Were there other knees besides the pile scattered about the yard?—A. There were a few; they were taken to League Island.

Q. What were they?—A. They were good knees. I suppose there were thirty or forty of them.

Q. Who looked at these knees before they were shipped and before the auction?—A. I do not know that. I had them overhauled two years ago. They had been piled for two years before they were sold.

Q. Were there other knees about the yard that were afterward put on that pile?—A. No, sir; it was too high a pile to put them on. There might have been knees around the pile, but they did not go with the pile. I was not here when the knees were sold. I think I was here when they were taken away. The commodore sold these knees, and made a mistake, I think, in selling them. However, it did not amount to much. The knees in the pile had been culled over for the last twenty years, and it was a remnant of knees that had been used in this yard for I do not know how long.

Q. You say that the commodore made a mistake in the sale of those knees?—A. I think he made a mistake as to whether they were condemned or rejected knees or not. He did not know. I think he ordered the sale without thinking whether they were rejected or condemned knees, or whether they were good knees. They were piled up there because they were too good to destroy, and yet they were of no use; we did not know what to do with them. If we had to build a ship we might possibly have got half a dozen knees out of it; but I never would have gone to that pile if we had other knees to go to in the yard, for some of them were as old as Methuselah.

By Mr. HARRIS:

Q. Were they rotten or decayed?—A. No, sir; but in building a ship requiring five hundred knees I would have to buy two thousand to get a properly-shaped knee. Building another ship I could go over what was left and probably find a lot more suitable and then keep on buying new knees, putting in a lot, and once in a while I would hit on an old knee that would fit some particular place. These knees had been gone over probably for the last twenty years in that way, and they were the remnants; and we had never been able to use them. They had been handled over until it cost more than it was worth to handle them. We had a lot of rotten knees culled out from the sound ones, and piled the sound ones up twenty-five feet high, and cut up the rotten ones for fire-wood on the dry-dock and burned them on the dry-dock instead of burning cord-wood.

Q. You used them as fuel for your engines?—A. Yes, sir.

Q. What, in your judgement, was the value of that pile of knees?—A. If I were going to build a little schooner that I could work them into, probably what I would get out of them would be worth a couple of hundred dollars, and maybe more. As a pile, they were not worth the trouble of overhauling them again. I should not have hauled them to League Island.

Q. Did you recommend their sale?—A. No, sir; the commodore did that. The mistake was the newspapers made such a fuss about it. I think it was of very little consequence whether they were sold or kept. If a ship-builder was going to build a schooner of 200 tons, or two or three schooners, he might pick out a lot of knees that would do; but we could not.

Q. Were you present at the auction?—A. No, sir.

Q. Did you have any superintendence of the yard at the time of the delivery of any of the property at the time it was removed—I mean the iron, &c.?—A. O, yes; I was in charge of the yard up to and after the sale of it.

Q. Then you were only temporarily absent at the time of the sale?—A. Yes, sir; I did not know anything about it. I did not know that there was a sale of construction material to come off.

Q. You were constructor of the yard absent on temporary duty?—A. Yes, sir.

Q. Do you know of the sale of a certain amount of copper or brass or composition to Mr. McKay?—A. That was not in our department. I have heard them talk about brass that he bought in gun-carriages; but all the copper and composition that we have we send to Washington and do not sell it.

Q. Was there any sold to Mr. McKay by any department, that you know of?—A. I have heard him talk about these gun carriages, but I do not know anything about it personally.

Q. Did you know of the sale of composition to him at 16½ or 16¾ per pound by the department?—A. Merely what I have heard him say about it; I do not know anything about it, and have no connection with it.

Q. Did you know anything about the delivery of any iron to him?—A. Nothing, except the gun-carriages. He bought a lot of gun-carriages, as I understood him, and with these he bought the composition. I have no personal knowledge of that; that belonging to the ordnance department.

Q. What department did you have charge of?—A. The construction department.

Q. Was there any iron sold to him from that department?—A. No, sir.

Q. Was there to any person?—A. Yes, sir; to Seyfert, McManus & Co.; the Phoenix Iron Works; Pennick & Co.; Mr. Roach, and Mr. Noblit.

Q. Seyfert, McManus & Co.'s iron was sold to them to be paid for in new iron?—A. Yes, sir; that was a separate affair from the others.

Q. That was not an auction-contract at all?—A. No, sir; I should like to explain that matter. Mr. Seyfert was at the office; came down and asked Mr. Hanscom if he would allow him to put in some new iron in the yard. During the conversation, Mr. Hanscom directed me to make a schedule of such iron as I should want for the next fiscal year, not exceeding a certain amount. I made such schedule. I forwarded it so as to make it official, as that was unofficial, or rather done through a crooked road; it did not come through the commandant. So, to clear my skirts of any fault that might be found, I made that schedule of the different sizes of iron, and forwarded it through the commandant, saying, "I herewith forward a schedule of iron made through verbal instructions." That schedule was furnished to Seyfert; Seyfert had some talk with the chief about the pay, and he was willing to take the old iron for pay at 1½ cents for old iron. That was a portion of it. Then after this I would get an order, "Deliver to Seyfert, McManus & Co. so much iron, three tons for one."

Q. Do not mix the two. Under the contract to deliver iron at 1½ cents, taking pay in new iron at 8 cents, how much did you deliver?—A. I could not tell you now without referring to the books.

Q. Was it weighed before delivery?—A. Yes, sir; all, excepting after the time the scales were torn out of the yard. It was all weighed pound for pound, and passes given for the amount.

Q. It was all weighed and charged to him?—A. Yes, sir.

Q. Did you receive iron from him?—A. Yes, sir.

Q. In compliance with the schedule that you made?—A. Yes, sir. We received beam and T-iron of all descriptions.

Q. You gave him bar-iron, too, did you not?—A. No, sir.

Q. What was the class of iron which he had?—A. Armor-plating. I gave him some that you might call bar-iron, but it was not what I understand by the general term. There were the stringers belonging to the Nebraska, and the plating and the old iron that came out of the Nebraska when she was broken up. That bar-iron was square bars, six or eight inches square and 20 or 30 feet long.

Q. Was that taken out of the vessel?—A. No, sir; it lay on the ground—never had been used.

Q. New iron made for that vessel, and never had been used?—A. Yes, sir.

Q. Was it fit for any other purpose?—A. It might have been made of use for any other purpose if they built a vessel of that class.

Q. Would it be fit except for some vessel?—A. No, sir.

Q. It could not be worked up as it was?—A. No, sir; not with the facilities we had.

Q. Then, practically, it was old iron and scrap?—A. Yes, sir; then there were piles of scrap such as you see around a blacksmith's shop—cuttings, chippings, and bolts and everything else, the accumulation of years.

Q. State if, in your department at the time of the removal of the yard to League Island, there was any throwing out of the iron from there into a pile that was to go to this firm.—A. No, sir; the iron that he delivered was the best quality we have had for a long time.

Q. I do not mean that. You had on hand in your department, at the time you began to move, large quantities of iron, I suppose?—A. We had this iron that we had delivered.

Q. And no other?—A. A small amount. Our iron-store was not very large. There was a very small quantity of iron in it.

Q. So that when you moved it was the same iron that you had had from him?—A. Yes, sir; other iron except what we had had from him was but a trifling amount.

Q. Hadn't you iron that had been on hand for some years?—A. Yes, sir; and that is there yet. It has been removed to League Island.

Q. In handling that iron that had been on hand a long time, did you not discard some of it and throw it into his scrap-pile?—A. No, sir; if it was done it was done without my direction or knowledge. I do not believe there was a single bar. I saw the loads of iron pretty much as they went out.

Q. Did you see the iron loaded upon scows?—A. Yes, sir; there was a conglomeration of old stuff. I never laid my eyes on a greater.

Q. Were you present at the time that McKay was carrying iron to his scows intended for transportation to League Island?—A. No, sir; I cannot say that I was. I saw it after it was loaded up.

Q. Were they not carting iron to both those sets of scows at the same time from the same pile?—A. No, sir; not to my knowledge. I do not think any such thing was done.

Q. How happened the scales to be torn up so early?—A. That was one of the yards and docks' bright movements. They generally do the wrong thing first. They were about the first thing taken up.

Q. Who is responsible for that?—A. That is more than I can tell you.

Q. Who is at the head of the yards and docks?—A. The captain of the yard was at the time. He was supposed to represent that department. There was a man there named Thompson who did all the work thoroughly belonging to that department, and I think he was the responsible man. Word came to me almost as soon as we commenced that the scales were gone. Now, what were we going to do? We were at a dead-lock, of course. Nobody had said anything to me about taking the scales up. By whose orders it was done I am unable to tell.

Q. Was the yards and docks department cleaned out first?—A. Yes; I think they got their stuff away first. They were pretty well moved before we commenced to move ours.

Q. Would it not have been economy to have put down a new set of scales after that?—A. If you had been there and seen the way things were done you would have been glad to get a chance to do anything. They were tumbling things down in such a way that a man could not have put a new set of scales there; they tumbled buildings down pell-mell, helter-skelter, and on top of everything. I dared not walk down the yard and did not for a long time; it was as much as a man's life was worth.

Q. In that confusion would it not have been very easy for a man to take what he pleased out of the yard?—A. The watchmen prevented them from passing the gate. I have no doubt that there was pilfering and all that sort of thing. I would go down the other side around my house and down on the wharf, but it was lookout for your head all the time.

Q. Who had the actual superintendence of the iron which McKay carried to League Island? What Government officer was in charge of that?—A. I was.

Q. Do you know that he carried to League Island all the iron that was designed for that destination?—A. I believe that he did as much as I believe that I am talking to you now.

Q. Did you show him from time to time what you required of him?—A. Yes, sir; and pitched into him pretty sharp once in a while if he did not hurry up with certain things. Sometimes he handled things pretty roughly and I would pitch into him; and he said that the people did not give him a chance; and they did not, because his particular point was time.

Q. Who had charge of iron going to Seyfert & McManus?—A. That was under my charge, but Mr. Reynolds handled that. He represented Seyfert & McManus.

Q. He did not represent the Government?—A. O, no; I represented the Government; that is, Mr. Hoover and myself.

Q. Do you know, with reference to that, whether they took any iron that was not designed for that place?—A. No, sir; I do not think they could; I do not see how they could. All the iron in the yard belonged to construction. I do not suppose there were ten tons belonging to anybody else, although others would claim it. For instance, yards and docks would accumulate a scrap-heap, but every bit of that came from construction.

Q. Do you know why this transfer and removal of the navy-yard was delayed to so late a period?—A. I have no knowledge of that. I did all I could to prevent the sale of the

yard, by talking with several members of Congress whom I knew, and Mr. Cameron. I pointed out that it would be injurious.

Q. Congress passed the law early enough to have enabled the Department to have sold it months before they did. I suppose nobody is to blame if they obey Congress; but the question is, why after the passage of that act the removal of the yard was so long delayed?—A. I can give no reason for that.

Q. Was there any work going on in the yard?—A. There were then several vessels that were still on the stocks, the *Quinnebaug*, the *Constitution*, *Nebraska*, and *Antietam*.

Q. Up to what period did you keep a full gang of hands on the yard?—A. I had not had a full gang of hands on for several months before the sale of the yard. It was only just after we decided to sell the yard that we put men on to complete the vessels.

Q. Did you begin to dismantle the yard as soon as the work was done?—A. Yes, sir; I think we did before it was completed.

Q. When was the sale?—A. December 2.

Q. Could not a great portion of that material have been moved at any time during the summer, say the iron and the timber?—A. There was not much timber to move except planking. There was lumber, but not much timber.

Q. Could not that have been removed?—A. Most assuredly,

Q. Was there any good reason why this was delayed until the last thirty days?—A. I do not know anything about it. They may and may not have had any good reason.

Q. Was there any reason coming within your knowledge or observation as naval constructor here that you could assign?—A. No, sir; I had no knowledge as to when it was going to be sold.

By the CHAIRMAN:

Q. From your stand-point was there any reason whatever?—A. None that I know of.

By Mr. HARRIS:

Q. Why was not the iron and a great portion of the timber and some machinery iron removed some time during the summer?—A. We could not remove the machinery while we were at work. We wanted the iron if we were going to work. We wanted the blacksmith's shop to go on with.

Q. Then, if you were bound to finish the vessels, and needed these tools and this timber to work there, that is a reason within your knowledge?—A. That is not a reason, because they could have given me an order to finish the vessels sooner. If they had ordered me to finish the vessels within a given time, on the 1st of January one year ago, they could have sold the yard as well as not on the 1st of July; but if they did not order me to complete until July, they could not sell until the 1st of December. I never had an idea that they would sell the yard until I had got as far as New York or Washington.

PHILADELPHIA, *April 18, 1876.*

EDWARD HARTT recalled and examined.

By the CHAIRMAN:

Question. Do you know anything about any practice prevailing in the department for the last few years of making or remaking bills for materials or supplies furnished to the Navy?—Answer. No, sir; I know the practice of telling us not to make bills excepting after a certain date; that is, to hold the bills back and not make them until that time arrived.

Q. Was that done with a view to running the supplies for one fiscal year over to the other for payment?—A. It seemed to be so. Say, for instance, this is April; we would get, perhaps, an order not to make any bills until after the 1st of July.

Q. Then when you made the bills out after the 1st of July they would be payable out of that year's appropriation?—A. Yes, sir; I used to indorse on the bills when the authority was given for buying the goods. I did that in one or two cases, I think; and that was changed afterward. I did not do it except in one or two cases, I think.

Q. Do you know of any instance in which the constructor at the yard was directed to have new bills made out?—A. I think it was done, but I cannot say positively. I think it was done in several cases; that is, we made several bills before the order arrived, and then we withheld them and made out new ones after the 1st of July.

Q. Cannot you state that positively?—A. No, sir; I could not. I could not say what bills they were.

Q. But you can state positively that there were some?—A. I think there were.

Q. Did not you approve them?—A. Yes, if the bills were made; but I am not certain about that. I have not made bills. I think I was sharp enough not to make the bills. I think I anticipated something of this kind, and did not make the bills myself, but put people off and let it rest. I think that was the case. I had heard that there would be no more money paid out of this year's appropriation, but everything would have to go over to next year.

Q. You were directed to make out bills for S. P. Brown for white-oak plank or plank

stock. Were the prices at which you were directed to make out the bills in excess of the market-rates at which that kind of lumber or material could have been purchased?—A. I think it was higher than the regular market-price at the time.

Q. How much in excess?—A. I could not say exactly. I did not go into the market to buy much, but I should say \$15 on a thousand, or somewhere along there, if my memory serves me aright; say \$10 to \$15 a thousand.

Q. Do you remember the price that was paid Mr. Brown per thousand feet?—A. I think it was somewhere about \$88.

Q. Could not this species of lumber have been bought in this market at \$60?—A. I hardly think it could be. That would have been \$28 difference.

By Mr. BURLEIGH:

Q. What is the price of that kind of lumber at Norfolk now?—A. I do not know that. We have not bought any lumber lately. It has all been bought for us. We have not gone out to seek prices. The only timber I have bought has been some yellow pine, and that was bought from the regular dealers; going and finding out what they would charge me. I would purchase from the lowest party.

Q. I call your attention to class No. 4 in the report of the Secretary of the Navy. Is that the class of timber as shown in the report of the Bureau of Construction for the present fiscal year, white-oak plank?—A. I would have to obtain the schedule to find that; but I suppose it is, from the fact that it is in the report.

Q. Taking this to be the official report, it would appear that that class was not awarded under the annual letting?—A. Yes, sir.

Q. I ask you if, that being the case, Mr. Brown has not been furnishing it?—A. Mr. Brown has been furnishing a large amount of timber, and during this present fiscal year, but it is on open purchase and not on that class.

Q. And you say that that open purchase is in excess of market-rates?—A. Yes, sir; of what I thought and think yet have been market-rates. I think it was \$88 that was paid him, although I am not sure.

Q. Do you know anything about the relations existing between the Messrs. Cattell or Mr. Noblit and the purchasing-paymaster at this place?—A. The relation between Mr. Cattell and Mr. Noblit and the purchasing-paymaster I know nothing about at all, nor about Mr. Cattell, excepting socially; I am acquainted with him. I have had no business with him at all. I have had some business with Mr. Noblit.

Q. Who in your department, when open-purchase orders are given, furnished the principal supplies demanded at this place?—A. I can hardly tell you that; if it was timber, Mr. Gaskell furnished it since I have been here; I mean those purchases that I required myself.

Q. I mean those that came from the bureau?—A. The largest amount in dollars and cents has been furnished by Mr. Brown.

By Mr. HARRIS:

Q. I call your attention to a letter from Isaiah Hanscom to the commodore, under date of September 13, 1875, where I find "for the No. 2 pine lumber delivered by Mr. Brown, bills will be made at \$52 per thousand feet, board-measure."—A. I think that was ordinary pine lumber.

By Mr. BURLEIGH:

Q. What was the value of that in the market?—A. That is more than I can state.

Q. What kind of lumber was it?—A. My impression is that it was ordinary pine hoards; what we call lumher, and not timber.

Q. This lumber was used for boarding purposes?—A. We used it for promiscuous purposes. There was some clear and good stuff among it, and we used that aboard ship for bulkheads, &c.

Q. Where did the rest of it go?—A. I guess it is there yet. We have not used much of it. It went in making molds and boxes, &c.

Q. For boarding buildings?—A. No, sir; that would belong to the yards and docks.

Q. What kind of boxes do you make?—A. We often make them to pack things in the storehouses.

By Mr. HARRIS:

Q. Under date of November 3, 1875, by letter of Mr. Hanscom, you were called upon to forward bills for plank furnished to League Island by S. P. Brown, within three months?—A. I was.

Q. You were again called upon on the 4th of same month to furnish "bills for white-oak timber and plank and white-pine lumber delivered by S. P. Brown, for which bills have not yet been made out, at the prices given in the previous letter?"—A. I was.

Q. I find under date of November 16, 1875, a letter from Mr. Hanscom to the commodore in which he states, "A bill in triplicate in favor of S. P. Brown for \$38,523.10 is herewith returned. Please have it canceled and direct in lieu of it two separate bills to be made out for the following-named amounts: 162,200 board feet of lake-oak, at \$88 per thousand, \$14,273.60;

26,025 cubic feet of lake-oak, at 74 cents, \$19,258.80; and 8,050 cubic feet of sea-coast oak at 62 cents, \$4,995, the two last items making \$24,249.50, and to deliver the bills to S. P. Brown." I ask you whether those are the prices which you refer to in your previous testimony?—A. Those are the prices; \$88 per thousand.

Q. Eighty-eight dollars per thousand, board-measure, and 74.62 cents per cubic foot for the timber?—A. Yes, sir. According to my idea sea-coast oak is worth more than the other, and they bill it at 62 cents a foot, while the other was billed at 74 cents a cubic foot.

Q. One being a little over \$50 a thousand, while the other is a little above \$60?—A. Yes, sir. There was but a small quantity of sea-coast oak.

Q. How much do you say the market-price for the lake-oak bought by cubic measure was at the time of the purchase?—A. I do not know positively, but I should think from \$12 to 15 less at least per thousand. I do not know that very positively as I was not in the market, buying.

Q. Do you think the sea-coast oak charged here at 62 cents was above the market-price?—A. No, sir; I think that was a fair market-price.

Q. State whether the lake-oak charged at \$88 was above the market-price?—A. I say that it was. I think it was \$15, above the market-price. There are three items here, lake-oak, \$88 a thousand, board feet, new lake-oak, at 74 cents per cubic foot, or a little rising \$60 a thousand.

Q. Do you say that was above the market-price?—A. I should say that was about market-price.

Q. And how as to the sea-coast oak?—A. I think that is below.

By Mr. BURLEIGH:

Q. Is the Norfolk oak more or less valuable than the lake-oak?—A. This side of the mountains anywhere near the sea-coast I consider it the best timber. So far as I am personally concerned I would not receive western oak and would not have it in a ship. It is full of bunch-worms.

EDWARD HARTT recalled and examined.

By Mr. HARRIS:

Question. How much has been done at League Island toward making a navy-yard?—Answer. There has been nothing done except that they have erected the building for yard and dock purposes to carry on their work for completing the other buildings. There have been no walls, docks, or foundations for ships, or anything of that kind started.

Q. How much land does the League Island yard contain?—A. I don't know that.

Q. Is it much larger than the old yard?—A. It is.

Q. How much money do you imagine it would cost to put that place in as good condition for navy-yard purposes as the old navy-yard at Philadelphia was when they began to tear it down?—A. Five million dollars.

Q. Do you think this one could be built up as the other was for \$5,000,000?—A. Upon consideration, I am wrong. The \$5,000,000 is in consideration of the fact that you were going to make a territory to build the thing on. You would only have the foundations. You cannot lay ships at League Island now. To make that a ship-building yard you would have to build a wall and have the basins inside—that is, wet basins—for ships to lie in. You cannot anchor them in the stream in such a way as to hold a vessel.

Q. You would have to build basins inside of the river front?—A. Yes, sir.

Q. In your judgment, how much would it cost to carry out the plan contemplated for League Island?—A. The plan that it had been laid out upon would cost \$50,000,000 to carry into execution.

Q. After they have got it done would it have advantages over the old yard?—A. No, sir; there is a difference of opinion between the civil engineers and us as to what constitutes a navy-yard. They have laid this plan out in such a way as to contemplate the building of a city. There are a lot of storehouses and shops, but no apparent places for building ships. Although they have dry-docks and basins, they have no places to spread the timber out and hew it.

Q. How high above high tide is the general surface of the place at the present time?—A. I should judge it would average from 6 to 8 feet below. It is surely 10 feet below extreme high water.

Q. Then the whole thing has got to be built?—A. It has all got to be filled in.

By Mr. BURLEIGH:

Q. And raised 10 feet?—A. A little more.

Q. Do you know how much water you have there?—A. By going out far enough there is abundance of water. I don't recollect the soundings.

Q. That is, by building or filling out to where the front line is calculated to come, there would be plenty of water?—A. Yes, sir.

Q. Was there plenty of water at the old yard?—A. Out to the front line there was. We used to have to dredge for the dry-dock.

Q. Vessels drawing 20 feet of water could come in there at high tide, could they not?—A. Yes, sir; the largest vessels draw 22 and 24 feet; but we had no trouble about the draught of water. What shallow water there was was made up of soft mud, and the ship would settle there as easily as in the water.

Q. Can you state why anybody connected with the Navy should desire the sale of the Philadelphia yard?—A. I cannot. I used to argue, and saw every reason why it should remain there, and I can see no reason why it should have been moved.

Q. Do you know whether the city required or demanded it?—A. I do not think they did. I think the city was opposed to it; that is, those who knew anything about it. I have spoken to the city officials on the subject.

Q. Can you tell where the scheme of removal originated?—A. I cannot tell you that. There was a great talk and fight about it, both in Congress and out of Congress, but where it originated I do not know.

Q. Do you know who has been most active in procuring that change?—A. I do not know anybody who has acted in it at all. Everybody that I spoke to about it seemed to side with me.

Q. Do you know whether the Pennsylvania Railroad brought any influence to bear upon the question?—A. I do not know that; they may possibly have done so.

Q. What, in your judgment, was that land worth the day it was sold, for other purposes than a navy-yard?—A. I don't think it was worth what it brought.

Q. For a navy-yard, it was worth how much?—A. As a navy-yard, as it stood, it was worth much more money than it brought. I do not think it would have brought that much money if it had not been for the two rival railroads.

Q. Is there any necessity for a navy-yard in the city of Philadelphia if it is going to cost, ultimately, forty or fifty millions? Do you think it would be an advisable expenditure in view of the existence of the other navy-yards of the country?—A. I do not like to give an opinion on that point, for the reason that I probably would have all the Philadelphia people in my wool. I think myself it is too far from the ocean for an ordinary navy-yard.

Q. What is the distance?—A. It is ninety miles from the ocean; and in winter time the river is hardly navigable.

Q. It is represented that iron-clad fleets have some advantage in being in the fresh water in this river. What is the truth about that?—A. There is an advantage in that respect. If you are going to lay your vessels up, probably League Island, after you had built a basin, would be a good place. I should make a rolling-mill on League Island, if I had my way. We have more difficulty and trouble in getting iron than any other material.

Q. Do you think that the Government should work its own scrap?—A. Yes, sir; and make its own iron.

Q. Even in the pig?—A. Yes, sir; from the ore.

Q. Do you think the Government could make it as cheaply as individuals?—A. They could make good iron. We have great trouble about the iron. You cannot always tell about it until it is gone; and when it is carried away and a dozen men, perhaps, are killed, you can then see, when it is too late to remedy it, where the trouble was.

Q. How many bureaus were there in the navy-yard when the change commenced?—A. Engineering, Navigation, Yards and Docks, Equipment, Ordnance, and Construction.

Q. In the change from the old yard to the new yard, did the officers in charge of each of those separate bureaus superintend the transfer?—A. I suppose they did. I do not know about that. Yes, they did; because I heard talking about moving this, that, and the other stuff.

Q. Who had command of the whole thing?—A. Commodore Prehle.

Q. So far as you know, did he give orders and directions to those men requiring them to superintend the removal of the property in their own charge?—A. I believe so. He gave me several instructions that were necessary in order to allow my stuff to be moved, telling me who the contractors were, and what parts of the duty I was to perform.

Q. It has been testified here by one witness that at the time the iron in the construction department was being removed, McKay threw out such as he pleased, as old iron, to be carried over to the Queen street warehouse, and that he selected such as should go to the other place.—A. I do not believe there is a word of truth in that statement.

Q. Have you personal knowledge on that point which will enable you to state the truth about it?—A. I know that I saw the iron and gave the passes for the iron as it was loaded. The moving of the iron which McKay moved down to the navy-yard, and the moving of the scrap-iron out of the yard, were two separate and distinct affairs, and were not connected at all, nor was it ever done at the same time. I saw the scows loaded. The good iron that went down to League Island was loaded, if I recollect right, on the Burlington, and was not put on the scows. When this iron was taken out, I would have seen it if it had been done. I do not see how it could have been done without my seeing it or knowing it. The store-clerk and receiver were there, the receiver having special charge, and if any such thing had been done without my seeing it I have every reason to believe that they would have reported it to me. They are honest. The receiver would not have permitted such a thing

to be done without my knowing it. As far as its being done as a common thing, it is not so, although, possibly, a bar or two might have been thrown out without my knowledge. McKay was not directly or indirectly interested in the iron question, as I understood.

Q. He bought the iron, did he not?—A. No, sir; he did not buy any iron.

Q. He had an interest with Seyfert & McManus?—A. I think not. I do not think he had anything to do with the iron question, although, in fact, I do not know their private business except that I know he had an interest in the gun-carriages and the composition which he bought. I never heard McKay's name mentioned in connection with the iron there, directly or indirectly.

Q. Did you not know that it was bought on joint account?—A. No, sir; and I do not think it was.

By the CHAIRMAN:

Q. You recommended to the commodore the employment of the boatswain, Briscoe, did you not?—A. I asked for his services to assist me in lashing the ways under the ship Constitution. He was employed as an officer of the Navy.

Q. Was that the only purpose for which you asked his assistance?—A. That is all. That is the only purpose I ever had him for. We were in a hurry to get the ship off, and somebody had to lash it. It is usually customary for the riggers and boatswains to do it. I therefore asked for the services of the boatswains to assist me, which was denied at the time. In reference to Mr. McKay being in concert with Seyfert & McManus for the purchase of iron, that may be so; I do not know their business; my understanding was different. They may have had a partnership concern, but they did not act as if such was the fact. McKay has never said anything to me about the iron from that day to this.

Q. You knew of his purchase of 16 gun-carriages, did you not?—A. Merely by hearsay. I have heard of his trying to dispose of them since.

Q. Are they good for anything?—A. I suppose they are just as good as any carriages.

Q. Why did the Government sell them?—A. I don't know that. All I know about it is that they were sold.

Q. Had the Government at the close of the war more of those things than they thought prudent to keep?—A. I think that is one view to take of it. I really do not know how many they had, nor what they did with them, nor what they thought they ought to keep. All I know about it is that the gun-carriages were sold, and Mr. McKay told me that he had bought them.

Q. How was the composition which belonged to them taken care of?—A. The composition went with them, as I understood. My understanding is merely what I heard said; I had no actual knowledge of the fact.

Q. How much weight of composition would there be on a gun-carriage?—A. A considerable amount; probably a thousand pounds.

Q. I desire to call your attention to the letter from Commodore Preble, purporting to be addressed to yourself, and will then ask you for an explanation of the matters referred to therein. The letter is as follows:

"SIR: Your letter is received. Mr. McKay's contract was forwarded to the bureau, and its particular attention called to the additional clause you refer to. It is not considered to affect his offer to remove everything belonging to construction (as in his first contract and Mr. Rice's offer) placed at his disposal.

"Mr. McKay was understood to remove everything. He must settle his claims for extra service with the bureau.

"Your letters evince, in my opinion, more anxiety to protect Mr. McKay's interest than the department you represent.

"Respectfully, &c.,

"GEORGE HENRY PREBLE,

"Commodore, Commanding."

"To Naval Constructor EDWARD HARTT, U. S. N.,
"United States Navy-Yard, Philadelphia."

The WITNESS. You should read the whole correspondence to understand that letter thoroughly. I received a document from the commandant, which was from Mr. McKay. It was an offer to the department to remove all this material, and an order saying that the commandant would consult with the naval constructor and make the best terms possible to have the stuff removed at once, as it would be necessary to be all removed before the 1st of January. The commodore sent me a note directing me to call and see him. I went up there and took the papers with me. I said to him, "These are pretty steep prices that Mr. McKay has asked, but I don't see what I can do about it. It seems to me, from the appearance of things, that it is to go on. I can make this thing more binding by drawing it over again so that he can't quibble about moving everything. He has offered to remove the stuff in detail—this pile of lumber for so much, and that pile of iron for so much, separating each item, saying how much he would charge to remove the several items." It seemed to me as if there might be something in the yard not mentioned in the contract which would turn up,

and he would not remove it, and after paying him a round price we might afterward have to pay him extra to remove certain stuff. Among the rest of the material was that belonging to the Constitution. It was by the strongest exertions that I could get the Constitution off, but after that the blocking and ways would still be there. In the sale of the yard, the Constitution was excepted from the 1st of January clause. I said, "If I can include all that stuff belonging to the Constitution in McKay's contract, I will do so." The commodore said that was right, and it would be fixed. Mr. McKay was sent for and he agreed to go to work. I was to draw the paper up and he was to have it signed. I drew up the paper, changing the wording of it, and the latter clause of that paper read that he was to perform all the duty, whether it was named there or not, and was to remove all the stuff. The next day I received an order directing McKay to go to work. He had gone to work by verbal instructions that day. The commodore told him that he might go to work. His contract was approved. The next day following I got an order to stop Mr. McKay; that somebody else had offered to do the work for \$10,000. I went to Mr. McKay as soon as I could, and told him that I had that order, saying that he must stop work. He said, "I won't do it. I stopped work once before and lost a good deal of money for it, and I am not going to stop." I told him it was a queer state of affairs, and said, "I got you into this, and told you to go ahead." He would not stop work, and they ordered the marines out and stopped him. They then ordered me to make an estimate of how much work he had done. I went out within fifteen minutes and went over the work, and estimated that he had performed so much. That is, say for the sake of the argument, half of the material was removed. He would, then, be entitled to half the money for removing that; and if one-third the entire batch had been removed, he would be entitled to one-third of the money, and so on, using the best of my judgment in making the estimate. In the mean time, he had taken all the scows off of our hands. We had stopped all our work, and all our contracts for scows, &c., had ceased at the time he took possession. I got that estimate made up, and just about the time I was sending it forward, along came an order to form a board to estimate it. They formed a board, and I was one member, and when they got together they wanted to make out that he had done about \$1,000 worth of work. My report had gone in that he had done \$10,000 worth. I said in my report that owing to the circumstances and my understanding of the contract, I could not agree with them in reference to the \$1,000 worth of work, more or less, in their estimate. The commodore then wrote a letter to me, wanting to know what my understanding of the contract was. He wrote me back that if my understanding was that he had no right to stop Mr. McKay, then that was incorrect, and should not be considered. That was just my understanding exactly; that McKay, having a legitimate contract, had a right to go on. Sooner than to contradict him and make any words, I merely said in my reply that my understanding was, first, that the contract was a valid contract, and if he had agreed to remove a pile of plank at \$1,500, and there had only been three plank there, and he had removed two of them, he was entitled to \$1,000; that is, if that was the agreement. There was, in point of fact, a large pile of plank.

By the CHAIRMAN:

Q. State if the contract, as drawn up by you, did not on the face, ever say, "subject to the approval of the bureau?"—A. No, sir; the contract did not.

Q. Was it not understood with the commodore and Mr. McKay and yourself?—A. No, sir; it was understood by me to be subject to the approval of the commandant. The commandant did approve it.

Q. I notice in this connection a letter from the commodore to yourself, dated December 28, 1875, which is as follows:

"SIR: You had no authority from me, verbal or otherwise, to authorize Mr. McKay to remove any articles under his first offer until after its acceptance, subject to the approval of the bureau, on the afternoon of Tuesday, the 14th instant. Anything moved prior to that time was on your authorization and not mine. You told me on Monday, the 13th, p. m., that you would require twenty-four hours to examine and consider his offer."

The WITNESS. Yes; but the assertion that he makes there that he did not authorize it is, in very modest terms, false. He told Mr. McKay to go ahead, in my presence. He did not tell me to go ahead, but he sent down stairs for Mr. McKay and told him to commence.

Q. I understood you in your estimate for damages, or what was due McKay for the labor done there, that he was entitled to damages by virtue of the acceptance of his offer.—A. I was to estimate how much work he had performed, and my estimate said one-half, one-third, or one-fourth of whatever material there was removed.

Q. Then in making your estimate, whether it was one-half, one-third, or one-fourth, you looked to the terms of his offer or contract?—A. Of his offer as amended. That was the only foundation I had to go by.

Q. In other words, you turned to the contract and did not consider what was the value of the labor?—A. No, sir; I merely took the terms of the contract. That is what he (the commodore) takes exception to. He made another subsequent contract with Mr. McKay, which contract I never saw.

Q. That was on the basis of Mr. Rice's proposal?—A. Yes, sir; he sent me a letter in which he inclosed a statement, and said that if Mr. McKay would sign a contract similar to that, he could go on. I sent that to McKay with the commandant's order, and that is the last I saw or heard of it. But McKay came and said to me, "I have orders to go on." I told him that he could not touch a thing until I got orders from the commodore.

Q. I notice that you had apparently another controversy with the commodore in reference to chartering the Burlington.—A. That is probably part of the same thing. This contract, McKay, it subsequently appears, takes up to the commodore and gets advice of counsel, and goes along about his business, making arrangements with the commodore himself. He never sent it to me or told me anything about it. The commodore sent me a letter saying he would allow McKay to go on, or he told me that verbally, and I forget which. McKay went on. By and by I got a letter from the commodore asking me to tell him whether he had completed his second contract. Then I wrote a letter to the commodore telling him that I had never seen McKay's second contract, and didn't know anything about it. In the mean time I had got the Constitution off, and the 1st of January had gone by, and here was all the Constitution stuff laying on the ground. McKay came to me and said, "I won't touch that. I have put a clause in my contract exonerating me from touching that."

Q. I understood you to say that you had never seen Rice's offer or proposition.—A. I have never seen Rice or his offer.

Q. It appears by a reference to a letter here in the commandant's letter-book, under date December 16, 1875, in a note addressed to you that, "by direction of the Bureau of Construction and Repair, you will allow Mr. McKay to go on with the removal of the construction material, if he will do it as low as the price named in the inclosed offer. Mr. McKay will sign an offer similar to the inclosed if he agrees to perform the work for the amount named."—A. Yes; I recollect that.

Q. Then you did see it?—A. No, sir; that was merely a piece of paper with writing on it, but with no name. If that was Mr. Rice's offer, it is the first knowledge I have of it. I never knew and never dreamed that it was his offer. The paper came to me that if McKay would sign a paper similar to that, he would be allowed to go on; but that was merely a sheet of paper with some writing, but with no signatures or names, nor was I told whose it was, nor do I know to this minute that it was Mr. Rice's offer. Mr. McKay takes that and goes up and completes his business with the commodore. He don't come near me. He is a little shy of me, because he knew I had put that clause in. When it came back, and McKay did not propose to remove the Constitution stuff, I immediately wrote to the commodore and told him about it, and that is what he means by saying that I had studied McKay's interest more than the interest of my own department. I wrote him back word that I considered it an insult, and that I had no reply to make. He says in one of his letters that he sent that contract through my office. It is false. It never came to my office. I never saw it, and never knew a word about it until he sent me the copy. He put words in my mouth, and made assertions that were not true, and he knew them not to be true; because when he says that he sent that contract through me, I say that he did not. When he says that he did certain things there, I say that he did not.

Q. Have you any recollection that the commodore called your attention to complaints or reports made to him of men employed by Mr. McKay, throwing anything out of the construction building?—A. No, sir.

Q. Say, for instance, lead or tin?—A. I heard something of that through the police. We put a man on the outside to watch; but those were not McKay's men particularly that I know of.

Q. I notice in the commodore's letter-book the following letter addressed to you: "It has been reported to me by Mr. Wilson, captain of the watch, that several men employed by McKay, whom he arrested, had thrown out of the back window of one of the construction buildings a lot of saws, which Mr. Wilson recovered from a man in the act of carrying them out."—A. I don't recollect such a letter; but I recollect that circumstance. Possibly I received a letter.

Q. As a matter of fact, considering the number of men that were being employed on the yard at that time by contractors, in the removal of buildings, and the number of men employed by the Government in the removal of material, taking the case just as it stood, the Government on one hand loading its barges, and Reynolds and Seyfert, McManus & Co. loading their barges, state if there was not such confusion and disorder that it was impossible to protect the interests of the Government.—A. The thing was one complete scene of confusion; you could not tell whether you stood on your head or not, and you could not go down the yard with safety. They were pulling and hauling in every direction. You could not tell whose men were whose, and confusion was confounded.

Q. Answering now in the interests of the Government, who was responsible for that disorder and confusion?—A. I could not tell who the individual was. I know very well I was not, for I wiped my hands of the whole thing and stood by and looked on, and said to myself, "Well, here, we can't help it; we have got to let it go on."

Q. Could not the interests of the Government have been protected by allowing more time in which to have removed the material?—A. Yes, sir; but the orders were that it must be done before the 1st of January.

Q. Does not the responsibility attach to those who gave the orders?—A. Yes; I should say so.

Q. Were there complaints of thefts made repeatedly during the period of the removal?—A. Yes, sir; reports of petty thefts were made repeatedly. We did the best we could, but could not stop the people from stealing.

Q. Have you any idea of the quantity of material that was carried to the Queen-street wharf unweighed?—A. Yes, sir; I think it was probably about 250 tons.

Q. Does that include copper, brass, composition, and things of that kind?—A. I am not aware of any copper going there.

Q. Or any composition metal?—A. No, sir; not a pound from our department. We had none. All the copper composition we had we boxed up and sent to Washington.

Q. Are you aware of any bar of new iron of any description being carried to the Queen-street warehouse?—A. No, sir; excepting the armor-plating and armor-bars of the Nebraska.

Q. Was none taken from the construction building?—A. None was taken from the construction store. I do not believe there is a bar there, or that there ever has been. If it was taken, I should probably have known it through the receiver.

Q. If it was taken, it was improperly taken, was it not?—A. Yes, sir; there was no pass for it. The passes will tell what iron it was and what order required it to be taken.

By Mr. BURLEIGH:

Q. It did not require passes for the boats to leave the wharf, did it?—A. Yes, sir. If the police allowed anything to go without my authority, of course I could not help that.

By the CHAIRMAN:

Q. Was your attention called to the fact that a raft of timber, or lumber, was taken up the stream instead of down?—A. One of my rafts, which I picked out to make some spars out of, got adrift from the dock and drifted up to Simpson's. I sent for it and got it back. It was three or four sticks.

Q. Was there any other raft than that?—A. No, sir. This was a raft that I had purchased. I picked out several sticks for the Constitution's masts. I told the man to haul them in the basin, and in the confusion of pulling so many scows and lighters, some fellow cast this thing off, and it went out, and was gone a half an hour, and my man went out in a boat and got it. He could not get to it quick enough, and some one had made it fast. One of the officers, or somebody else, wrote a memorandum on a slip of paper, saying that one of our rafts had got adrift.

Q. Has your attention been called to the mode and manner in which the brick and other material were delivered at League Island?—A. Not as to the manner of delivery. I do not know anything about that.

Q. Have you been at League Island since?—A. No, sir.

Q. Who was the Burlington chartered or hired from?—A. From Wood & Dialogue.

Q. Are they the same parties who purchased the sectional or dry dock?—A. I believe so; they have a dry-dock over there.

Q. Do you know what efforts you and others took to collect the amount of money they bid or agreed to pay for the dock?—A. I never had any connection with it, and never knew what they agreed to pay for it.

Q. Was it sold before you came to the yard?—A. Yes, sir.

Q. And if it is unpaid for to this day, you know nothing about it?—A. I do not know anything about it. There are no papers or records in our office in reference to it, so far as I know. League Island is run independently of us now, and the officers down there would do whatever they had to do without consulting me.

Q. Do you know anything about a quantity of iron shipped from the Philadelphia yard to Roach, Pennock & Co., Cramp & Sons, and others?—A. We delivered to them, and they carried it out to the railroads in some cases and took it away. We did not ship it ourselves. I merely delivered and weighed the iron to them, they shipping it.

Q. Your books should show that weight, should they not?—A. Yes, sir.

Q. Has the name of the cast iron ever been changed into wrought iron?—A. Yes, sir: it has been traded from cast to wrought; that is, two-fifths was called wrought. Why it was done, I do not know. It was not changed on the book, but merely a memorandum was made that such change had been requested. The record stands correct, as far as the cast iron is concerned.

Q. By whose order was that?—A. There was no order about it. Mr. Steel came around to take all the amounts of iron delivered to the different parties, and when he came to cast iron, he says, "Why can't it be made all wrought?" I says, "It can, by taking the market valuation." He said he would rather have it all wrought iron. We changed it, saying, here would be 5,000 pounds of cast iron changed to 3,000 pounds of wrought iron. I think the proportion was two-fifths, although I will not be sure of that. That does not affect the accounts at all. They stand the same; the books showing the cast and the wrought iron.

Q. Explain why that was done, if there could be any reason for it.—A. I do not know why. That was Mr. Steele's action and not mine. We had nothing at all to do with it here.

Q. In other words, the suggestion came from him when he had a quantity of cast iron on hand to resolve it into such a quantity of wrought iron?—A. Yes, sir.

Q. That wrought iron was to be delivered to the parties who had bought iron from the Navy Department?—A. It was already delivered. For instance, in taking up the scrap-iron promiscuously through any yard, and in this yard particularly, there is a large amount of old cast iron, old machinery, broken wheels, and pulleys. They took that up and weighed it as cast iron, and turned it in as cast iron. He said, "Why can't this all be made wrought iron?" I told him so it could by changing the mark; it was merely a red cross made, and so many pounds of cast iron were carried in the recapitulation as wrought iron. That is what it says in the book.

By Mr. BURLEIGH:

Q. Five pounds of cast iron to equal three pounds of wrought iron?—A. Either five pounds of cast iron to equal three pounds of wrought iron, or to equal two pounds of wrought. It is correctly stated in the book.

By the CHAIRMAN:

Q. What possible reason could there be for that?—A. That is more than I can tell you. It was merely, as I understood it, for him to make up the aggregate quantity of iron. It did not enter into the account at all; it was only for him to make his report of the aggregate amount, going around to the several navy-yards. It did not affect us.

Q. It did not affect you right there at the yard, but did it have any affect anywhere else?—A. Not that I am aware of. It did not affect us in our dealings between McManus and ourselves. There was the quantity of iron in the account, and it will be settled accordingly.

Q. Is that account of McManus made with the officers of the yard, or with the bureau at Washington?—A. With the bureau at Washington. I had nothing to do with this transaction except to keep the account; I did not make the transaction or the arrangement for the delivery of the iron. The arrangement was made, and orders would come to receive or deliver, as the case might be.

Q. State whether in making that exchange, there is not opportunity of fraud as against the Government?—A. No, sir, unless there was a fraud in the price. So far as these accounts are concerned and the amount of iron delivered and received, it is just as honest as any banking transaction that ever took place in the world. There is no opportunity for fraud, so far as I know.

Q. How would it be in making the change when he came to his report?—A. There might be a chance there of writing two pounds for five, when it ought to have been two and a half for five, but the whole matter don't amount to more than three or four thousand dollars.

Q. That is all in that individual transaction?—A. Yes, sir.

Q. But if it runs through all the iron dealings of the Department, it would amount to a much larger sum, would it not?—A. I do not know what other transactions of that kind there are. The cast iron here is a very trifling matter. My idea was, that he did not want to make two items of cast iron and wrought iron—that he wanted to get a fair statement.

Q. Have you ever been stationed at League Island?—A. No, sir.

Q. Have you ever inspected any material delivered there?—A. No, sir.

Q. Have you never inspected any lumber?—A. The inspectors under me inspected all the lumber that was delivered there, but no question ever arose which rendered it necessary to call me in. The inspector is supposed to go along until some controversy arises, or somebody makes a complaint that he does not get justice done. I would then take the matter in charge.

Q. Did you ever supervise the work of your inspectors down there to see whether they were acting rightly?—A. No, sir; I never was called on in any one case that I know of.

Q. Did you inspect the knees that had been delivered?—A. Not down there. I inspected those delivered up here. I don't think there were any knees delivered down there. There were a few, but not many delivered down there until the time of my leaving.

Q. Who inspected the knees delivered by Bashor & Co.?—A. Mr. Keen, the inspector.

Q. Who inspected those delivered by Mr. Savage?—A. Mr. Keen, so far as I know.

Q. Did I understand you that you had suggested the purchase of the ship-knees?—A. Yes, sir; I think so. I had done so time and again.

Q. Is that so in the case of Savage as well as Bashor?—A. No, sir; I don't recollect that it was the case in relation to Mr. Savage.

Q. Did Mr. Savage make his contract here, or with the bureau at Washington?—A. With the bureau at Washington. We always wanted knees. We are always short of them, and always glad to get them.

Q. Has your attention ever been called to a timber-bending machine at the Boston yard?—A. Yes, sir.

Q. What is your opinion as to its value or use to the Government?—A. I really do not know that. I saw them bending a stick of timber once. I do not think the machine is of much account, although I do not know much about it. I have no practical knowledge of it. On our visit there I saw the machine put into operation, and it bent two sticks very nicely. It was a large machine. Whether it is going to be of any use to the service, I do not know.

Q. Since you have been connected with the service, do you know of any officer or agent or employé of the Government receiving any pay or gift or reward of any kind from contractors?—A. No, sir; I know it to have been offered, but I never knew it to have been received. I had it offered to me time and time again, and in pretty large amounts—as high as \$50,000.

Q. By whom?—A. It is so long ago that I would rather not mention that.

Q. I mean within the period since the year 1870.—A. I have had three or four offers, and I would not like to expose them. They were offered in good faith—one of them at any rate. A party said that he understood it was the custom. I told him it was not my custom, and he begged my pardon and said no more about it. He was a personal friend and did it in a friendly spirit.

Q. Did Mr. Bigler ever do that?—A. No, sir; he is too mean for that.

Q. Did Mr. Swift?—A. No, sir.

Q. Did Mr. McKay?—A. No, sir.

Q. Did Mr. McKay, at any time, ever give you a watch?—A. Yes, sir. On Christmas eve I found a watch in a package on my table from him. I did not know what to do or what to say about it. I had known him a good many years, and he put it as a Christmas present. A few days afterward I went to McKay and told him I could not retain that watch, although I should like to keep it, and that it grieved me to return it. I returned it to him.

Q. Do you remember about what time you returned it?—A. In about four weeks, I think. We talked about it a long while before I returned it. He tried to persuade me differently, and I thought it over and talked it over. At last I said to him, "Here, I never have taken anything yet, and I guess I had better not take this."

Q. Did S. P. Brown or A. P. Brown ever make any offer to you?—A. No, sir.

Q. Did Hyatt & Spencer?—A. No, sir.

Q. Did Bucher?—A. No, sir.

Q. Did the Messrs. Cattell, or either one of them?—A. No, sir; I never had any dealings with any of them.

Q. What prominent dealers who are contractors with the Navy ever offered you anything?—A. Must I tell it?

The CHAIRMAN. Yes, sir.

The WITNESS. Well, Mr. Gaskell. We bought a lot of stuff from him, and about that time Gaskell came down to see me. I think he said that he had \$500 in his pocket for me. I said, "What is that for," and he replied, "Well, we are indebted to you that much." I said, "Just keep it there. Don't take it out."

Q. Did he say that it was customary that those things should be done?—A. He said he so understood it. He said I had benefited him. I told him what I had done was open, frank, and aboveboard. Said I, "When I first came here, you thought I was abusing you; but I think you find now I am a fair-dealing man." That ended it, and he apologized.

Q. Did any other person among the prominent dealers with the Government ever approach you in that manner?—A. There was one who wanted to make a present to me, and I told him I would not take it. That was Mr. Reed. He wanted to know what he should present to me. He has some connection with the firm of Land, Hatch & Co. On reflection, I rather take that hack, because he did not make any offer. He asked me if he owed me anything. He put it in the light that if I said "yes" he would have given me something, but he did not make me an offer, nor did the other man, Gaskell, show me any money. He merely said that he had it, and I declined even to look at it.

Q. Do you know of any instance where gifts have been made to the members of the families of those in the naval service?—A. No, sir.

Q. Or any debts or engagements met for or on behalf of them?—A. I can only answer for myself. I do not know anything about other people's business. I know I never received one penny, good, bad, or indifferent, nor did any of my family, and if I caught them at it I would take their hides off. As to others, I hear it mooted around that such is the fact, but I have no knowledge of it.

Q. Do you happen to know whether, in the construction department at this navy-yard, a gentleman named Kennedy is a clerk or writer or employé?—A. I recollect that there was such a person. He was an old man, I think, in the timber-inspector's department. I think his name was Kennedy.

A. Do you know where he is now?—A. No, sir. I have not seen or heard of him lately.

Q. Do you know of any person in the naval service who has any interest, direct or contingent, in any patent being used in the naval service or in any contract with the Navy Department?—A. No, sir.

Q. Were you at the navy-yard at Mare Island, California?—A. I was attached to that yard.

Q. If you have any knowledge of any frauds or abuses in connection with the naval service at that point, state the same to the committee.—A. I have no knowledge of any fraud or abuses at that yard.

Q. State to the committee to what extent committees of either party interfered in their recommendation for the employment of mechanics and laborers at that yard, and while you are replying you may in your answer refer to the navy-yard at Philadelphia.—A. At this yard it would cover a tremendous amount of ground. They sent me petitions at Mare

Island, and so far as I could, I paid attention to them. I would employ the men where I could do it consistently. By and by I received petitions asking me to retain a man, and then another petition, perhaps from the same man, asking me to turn the man out.

Q. I refer to political committees.—A. It was a general committee that would do this. In most of their dealings when they found I would not enter into the spirit of affairs, they dealt with the commandant, and my orders came through him. Instead of recommending them for discharge or employment, the commandant would order me to do that. At first he tried to coax me to do it, and finally discharged me because I would not go into it as deep as he wanted me.

Q. Do I understand from your answers that the political committees assumed to take control of discharging and taking on men there?—A. Yes, sir; indirectly they did.

Q. By what authority was such interference recognized?—A. By the commandant, I think.

Q. Did you have any orders or directions from the bureau at Washington in relation to it?—A. I do not think that at Mare Island I got any orders from the department; I do not recollect any. They came from the commandant direct.

Q. Now reply as to this yard.—A. As to this yard, the department ordered a great many men to be employed. Congressmen claimed the nomination of the men.

Q. Were you directed by the department to recognize the right of the Congressmen to do so?—A. The directions were given before I came here to divide the men equally in the congressional districts, as near as could be done consistently.

Q. In making that direction, did it include Mr. Randall's district as well as Mr. O'Neill's and Mr. Kelley's?—A. Yes, sir.

Q. And his recommendations were to be carried out?—A. No; they didn't put it in that way. I filled his district, however, by taking on such men as he recommended, and filled it up by such men as I picked out myself. It left me a little chance to employ a few men on my own hook. I however employed every man he recommended.

By Mr. BURLEIGH:

Q. Do you mean to say that out of the other districts you did not employ any man on your own knowledge?—A. I don't think I did. Each Congressman had a list of the men in his district, both Charles O'Neill, Mr. Myers, and the rest, and if there was any man on that list whom they did not like, all they had to do was to say so, and I scratched his name off and put another one's name on at their selection. I got along with them all very well, except with Charles O'Neill, who would always have one extra man.

Q. You were familiar with all the buildings and fixtures at the navy-yard here, were you not?—A. I was, before it was thrown down.

Q. State to the committee what it would cost to lay the foundations and build the buildings and walls at League Island and put them in as good condition as those were in the old yard.—A. I could not give you that in detail. I said some time ago that it would cost five or ten millions of dollars to make a navy-yard of that place.

Q. I mean just what was above ground?—A. I could not say how much it would cost; say \$1,000,000. They have got to fill in to make the foundation. If you stand the buildings up on stilts you might work.

Q. Would \$1,000,000 complete the walls?—A. No, sir; I thought you only meant to refer to the buildings. It would take \$1,000,000 to lay the foundation and erect the same buildings that were at the old yard.

Q. How much would it cost to build the walls out to deep water and make them as good as they were at the old yard?—A. You cannot do that. The circumstances are different, so that you cannot make them as good as they were here. They will either be better or will not be there at all. Ships could not lie at the wharves down there as they did up here. You might build piers out. It would cost, say, \$1,000,000 more to build piers or make proper wharves so that vessels could lie as safely there as they could here.

Q. In regard to the iron, if it be shown you that a lot of full-length bars of angle-iron—light iron, say 2½ inches each side, and ¼ of an inch-thick—was delivered, among the wrought iron, to Seyfert, McManus & Co., as scrap-iron, would you say that was according to the understanding that you had of this trade with the Government?—A. No, sir; I should not, if it came from our stock.

Q. If it came from your stock it came from it improperly, did it not?—A. Yes, sir; undoubtedly.

Q. Do you not know that such iron is up in the Queen-street warehouse with that iron, brought from the navy-yard?—A. No, sir; I did not.

Mr. BURLEIGH. The committee have seen it there.

The WITNESS. I do not believe it was taken from our iron in the yard. If such is the case, I have been so terribly deceived that I cannot believe anything. In all the transactions and all the carting of iron back and forth, I have yet to see the first piece that was improperly taken, large or small.

Q. Do you not know that most of the iron has been removed from the Queen-street warehouse?—A. No, sir; I don't know whether it has or not; I have made no inquiry in that respect.

Q. We have been informed that it has been almost all removed, but we have still found that lot there.—A. Those people have large quantities of iron.

Q. You said that the ship Constitution was being repaired. Where was that, and in what condition was she at the time you commenced work upon her?—A. I had hauled her ashore on the ground, and we planked and calked her.

Q. Did you plank her all over outside?—A. No, sir; just from her water-line up. She had been stripped several years ago, and had been allowed to lie and go to pieces. I took an interest in her, and the Department authorized me to repair her.

Q. In what condition was her frame?—A. Quite sound; there were probably not a dozen bad stieks in it.

Q. Was the frame made of live-oak?—A. Yes, sir.

Q. Do you know that three pounds of wrought scrap was not worth in the market as much as five pounds of cast-iron scrap at the time the agreement was made of which you have spoken?—A. No, sir; I think it was worth more; cast-iron scrap was not worth much. I think there was about double the difference between wrought and cast; $2\frac{1}{2}$ would have been about right.

Q. Did you say that there were no facilities for repairing ships, or for ship-building, at League Island at the present time?—A. There are none that I know of.

Q. How much money would have to be spent to make facilities of that kind at League Island?—A. We could build a ship there by putting in a foundation which would cost, probably, about \$200,000.

Q. That would be for one vessel?—A. Yes, sir; I do not know what kind of a bottom they have there. They say it is a good, sound bottom. I doubt it. I know we have had to go to a great deal of trouble and expense to sink a flag-stand, but I never have been there to inquire into how much it would take to make a foundation for a ship. I think a good foundation might, perhaps, be put in for \$100,000.

Q. Under those circumstances, what is the object of sending knees now to League Island?—A. There is no better place in the world to store them. They are things that we ought to keep a big stock of at all times.

Q. Have knees been purchased and landed there recently?—A. Yes, sir; some are being landed there now, I believe.

Q. Are there any better facilities for storing knees at League Island than at the other yards?—A. Yes.

Q. Better than at the Portsmouth yard?—A. Yes, sir; it is all salt-water at the Portsmouth yard.

Q. Is not salt-water better to keep timber in than fresh-water?—A. No, sir. You want fresh-water on account of the timber-worm. If you can get salt-water where there is no worm, then the salt-water would be the best, I think.

Q. If they removed iron by night from the Government navy-yard, you did not see it?—A. No, sir; I did not see it, and I did not know it. I don't believe that there was a pound of iron removed from there when our receiver was not there. There was such a hurly-burly, helter-skelter, pell-mell, that it was hard to know what was done.

Q. Don't you know the teams were there working until 10 or 11 or 12 o'clock at night?—A. Yes, sir; but it was pulling big timber. I don't think they were hauling iron. They had no facilities for working at iron in the night-time. They could not work at it to advantage, unless they were stealing it.

Q. We have information before the committee that team after team during the whole evening or the fore part of the night, was loading iron from the same pile, taking part to the League Island navy-yard, and carrying part to Seyfert, McManus & Co.'s warehouse; what do you think of that?—A. You may have that evidence, but I don't think there is one word of truth in it.

Q. You were not there to see, were you?—A. I didn't see it myself, and I don't believe it.

Q. Did any bar-iron go to Seyfert & McManus?—A. None but this large bar-iron that I have spoken about belonging to the ship.

Q. Was there any round iron?—A. None, except bolts. There was what you might call bar-iron. The strapping of the Nebraska went there, but it went as scrap or old iron, although bar-iron in one sense of the word. It was not actual bar-iron, as I understand the term.

Q. Would not that strapping be bored?—A. Yes, sir; it would be punched with holes.

Mr. BURLEIGH. This bar-iron that was moved there was not punched with holes.

The WITNESS. I don't know, then, what it could be.

Q. What round iron was that?—A. It was bolts.

Q. Were there no bars?—A. No bars went properly, and no straps or other iron that had not been used went properly, except this Nebraska iron. In other words, so far as I was concerned, nothing went but what ought to have gone, which was legitimate scrap iron. If there was anything else taken, it was improperly taken; but I do not know it, and I cannot conceive that it was taken.

By Mr. JONES:

Q. Who was there to take charge of it?—A. Our receiver delivered everything, and passes came naming every team, and what the articles were.

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Q. I mean in the night-time when they were sending it down to the wharf.—A. I did not understand that it was sent down in the night. I understood that it was only the timber that was moved in the night-time. Whatever was removed in the night was surreptitiously moved. I know nothing about it.

Q. You also say that you do not know of any composition metal being removed from the yard in those boats.—A. Copper pipes were spoken about as being taken away. I know nothing about them, and I know nothing about composition metal of ours. We never sent away any composition metal that I know of, except what was sent to the Washington navy-yard to be recast. Just before this sale occurred, I boxed up, I don't know how many boxes, and shipped them aboard the ship Tallapoosa until we filled her up.

Q. What other department in the yard would have had large quantities of that material?—A. Ordnance. Some of that composition was left and did not go to Washington.

Q. Did large quantities of that composition metal go from the ordnance department to the Queen-street warehouse?—A. I have understood that, and I have heard Mr. McKay tell about having bought gun-carriages at a certain price. I had no connection, however, with it, and I do not know how much there was of it, and never saw it. I have seen the gun-carriages as they stood out in the back part of the yard, but have no knowledge as to their quantity. I think there were eighteen carriages.

Q. Would not those gun-carriages and slides do for any other vessel?—A. I suppose so; but I had nothing at all to do with them.

Q. Was that composition metal which you sent to Washington valuable to the Government to work again?—A. Yes, sir. Once all our composition castings were made at Washington.

Q. Is there not a general order never to sell any composition, but to send it to Washington?—A. I do not know whether there is or not.

Q. That has been the custom at the yard, has it not?—A. It has been the custom of the construction department to send it to Washington.

By the CHAIRMAN :

Q. Do you know any material that you have rejected being afterward received : and, if so, by whom?—A. To come down to a fine point, I have had the inspector, or rather the expert, look at articles and say they were not what he required. The contractor would come and say they were the articles I ordered, and were according to sample. I have found that they were what I really had ordered, and I would say that that was so, and we would take them. The foreman who would go up as an expert would be perhaps a new foreman, or he had perhaps changed his ideas as to what he wanted, and then wished to change the contract to conform to his ideas. I would then do what I thought was justice in the premises.

Q. Have you any idea to what extent the practice prevails to which I called your attention some days ago, of contractors being let off on the fulfillment of part of their contract?—A. I do not think, as far as my knowledge is concerned, that it ever went far enough to make any difficulty or to injure the Government to any great extent, to my personal knowledge. I never knew a contractor to be let off where it amounted to anything of any consequence. Sometimes cases occur where contractors have taken a contract to furnish articles that cannot be furnished. They have been asked for but cannot be found. We would then substitute something else or close the contract. We do not have any trouble with the contractors who bid for the yearly contracts ; that is, we have no trouble that amounts to anything. It is with the big contractors taking contracts for the ship that the trouble arises. I do not have any trouble with a small paint-brush sender, or anything of that kind but when you come to inspect a ship, for instance, you are in hot water all the time and have to watch every moment. They will hire unskilled workmen, and will do bad work, and we are consequently in difficulty all the time ; whereas when a man has a few sticks of timber or a few locks or hinges to furnish, it don't make so much difference.

By Mr. BURLEIGH :

Q. Do you know any instance where parties have taken contracts in your bureau, and have not, according to your ideas, performed their contracts properly, and have been afterward let off by the Department in Washington?—A. No, sir ; not according to my understanding of your question. I have known them to be let off, as I believe, because the Government had not the money to pay them—because they were short and were glad enough of an opportunity to close the contracts.

Q. I mean when they have not fulfilled all the specifications of the contract and have been paid for the whole contract.—A. No, sir ; I never heard of such a thing.

Q. Are you familiar with all the contracts in this vicinity for building and repairing vessels?—A. No, sir ; I don't know anything at all about them.

Q. Nor whether they have been built or not?—A. I do not know that. For instance, when the Alert was there I was ordered on a board to see if she conformed to the general specifications in the contract. What the terms of that contract were I did not know anything about. All I knew was that there was the vessel, and knowing the specifications almost by heart, I went over to look at her, looked at the cabin-work, and saw as a whole

that she was substantially what was called for. I could not detect anything on which I could put my finger and say that it should be changed.

Q. If there was anything in the specifications and it was not completed, whose fault would you consider it?—A. The fault of the local inspector who inspected her. I could not discover the fault probably.

Q. In building a vessel where the spars were mentioned in the specifications, would the contract be completed unless the spars were built by the contractors?—A. Certainly not.

By the CHAIRMAN:

Q. Applying the term "building a vessel up to naval standard," would you say that the Huron, the Alert, and the Ranger were equal to that standard?—A. No, sir.

Q. In your opinion, how much below or above it are they?—A. They are 25 or 30 per cent below it.

Q. Which one of them is the better vessel of the three?—A. The one which is at Wilmington. I believe she is called the Ranger. She is the one built by Harlan, & Hollingsworth.

The CHAIRMAN. I have heard the opinion advanced that those built by Roach were 50 per cent. below.

The WITNESS. You asked me how much below, and I averaged the three. Fifty per cent. is getting down pretty low. I can hardly say 50 per cent. If you take into consideration my opinion as to the proper mode of riveting a vessel, then she is 50 per cent. below; but I am setting myself against the world there, and may be my opinion is not correct. They all rivet these vessels smooth-riveting, and I say it is wrong.

Q. What do you say as to the value of the Huron, Alert, and the Ranger to the Government service?—A. That is something I cannot answer, for the reason that I hardly know what service they are intended for.

Q. Say as men-of-war, for instance.—A. As small gunboats, I take them to be equal to any other vessels of the same rate.

Q. Was it a judicious expenditure of public money to build such vessels?—A. In some respects I should say yes, and in others, no. If you wanted a large cruiser as a man-of-war I should say no; but for small gunboats they will do very well.

Q. Suppose the object to have been to build a class of vessels of speed sufficient to be what are technically called "commerce-destroyers," what would then be your opinion?—A. I should not think that they would come up to that standard.

By Mr. BURLEIGH:

Q. Or to compete with English and French vessels of the same class?—A. They will compete with English and French vessels of the same class.

Q. Do you think they will compete with them in speed?—A. I think they will, although I do not know about their engines. I see no reason why they should not. I hear a good deal about English speed, but I find, when they come to try them, that it is not there except on paper. I think our vessels are as good as the English vessels in that respect. There is some trouble, I believe, about the boilers and about the style of engines; but I am not a sufficient engineer to answer whether they are the best in the world or not. I have never seen any English vessels any better than they are. In that class of work the English and French work is not so good as our own.

By the CHAIRMAN:

Q. You stated to me personally that you desired to make some statement in regard to certain proof alleged to have been made before a committee by Assistant Constructor Varney. Proceed with your statement.—A. I noticed in the papers, some time ago, that he made the statement that he found the yard at Mare Island in a very corrupt condition; that I had the names of men on my roll who were not there to do the work. I desire to denounce that statement as false; and if necessary to produce witnesses in support of my denial. I can produce the man who kept the accounts to show that the statement is false. Mr. Varney also says that I was interested in a \$15,000 contract. I have no knowledge of any \$15,000 contract, and had not until after I had left the yard. Then a man put in a claim for extras for work that he, Varney, had had done. Varney made a lot of changes for which I was subsequently told a claim was put in; but I had nothing to do with it, and was not there at the time.

Q. Who was that claimant?—A. O. M. Berry told me about it. I think the contractor's name was Ridsen. Berry put in a lot of tools. I had arranged how the tools should go to conform to those that I put in in Boston. As soon as he took charge he turned the work completely upside down, and the parties protested. After having finished it a claim was made for \$15,000. I never heard of it until a year afterward. Berry told me about it three or four or five months ago. This occurred immediately after I left California, which was in the spring of 1871, I think.

Varney says, furthermore, as I understand it, that I was interested in an iron-mill. I knew nothing about an iron-mill, and had no dealings with any such. I had dealings with Linfort, Kellogg, and Rail. They were hardware-dealers and merchants. I found we were paying 14 and 15 cents a pound for iron, and complained about it. I said that it cost

us so enormously to do anything that I was afraid to move. During the conversation the agent of this firm said, "We will furnish you iron for $7\frac{1}{4}$ cents." I went down and saw Mr. Linfort, and he said that he had consulted with the Pacific Rolling-Mill people and they could afford to furnish it at that price. I immediately wrote a letter to Washington to the chief of the bureau, Mr. Lenthall, and told him of that offer, and that I wanted permission to buy it of those parties at a price not exceeding $7\frac{1}{4}$ cents. As soon as that authority came there was a lullaballoo. The Navy agent was not satisfied, and the other dealers were not satisfied. When I came to order the iron, up came a telegram or letter saying, "We want to charge 8 cents." There was some hitch about it. I telegraphed back, "Will you deliver at $7\frac{1}{4}$?" The answer came, "We will deliver at $7\frac{1}{4}$."

By Mr. BURLEIGH:

Q. Those were not the same parties who had been delivering at 14 cents, were they?—A. No, sir; other parties had been delivering through the Government agent, who had been buying iron for 15 cents.

Q. Who was the Navy agent there at that time?—A. The man who got into trouble before Spaulding. He was the agent who was there in 1870. That was the only dealing I had with the Pacific Rolling-Mill. They sent me the samples first. I never knew, directly or indirectly, one member of that iron-firm, and I do not yet know them. I do not know whom the iron came from that was shipped from the East. The general complaint of Linfort was that they could not get their iron in, although others were getting paid 15 cents. I then wrote directly to the Department, jumping everybody out there, and the authority came back as I have stated. That upset the ring.

Q. Was there a ring out there controlling the purchases for the navy-yard at that time?—A. I suppose so. Mr. Varney now puts it that I was in with the rolling-mill. I do not know a living soul connected with that mill, and had nothing to do with them. Even if I had, I should claim that I did a pretty good job by buying iron for less than one-half, which I did in that transaction.

Q. Had a large amount of iron been bought at the price of 15 cents?—A. It had been coming in all along, either in large or small quantities, ranging in price from 13 cents to 15 cents. I wanted a good lot for the Pensacola, and as soon as I could get it for $7\frac{1}{4}$ cents I made up a schedule, and was glad enough to have a stock on hand to use from. Being pinched for a bar of iron often adds largely to the expense of working in the yard. By having a good fair stock to pick out of, we get along a great deal better; and my experience in that regard has been such as to make me secure a liberal supply of everything. I am not what you call a pinched man. I want to lay in a large stock from which I can pick out what I want, and I consider that to be true economy. In regard to ships' knees, I don't think you can have too many on hand, for it will not be long before we shall be unable to get any at all. I ought to say further that half of Mr. Varney's time was taken up attending to church. He was crazy, I think, on a particular kind of religion. He acted very strangely both toward me and everybody else. If there was any question about having a man's name on the roll, the man not being there, Varney was the one who ought to have known it, and it was his fault if such was the case, and not mine.

By the CHAIRMAN:

Q. State if you regularly and duly reported to the head of the Bureau of Construction your measurement and the amount of timber shipped under the Brown contract to Mare Island, California, which was assumed by Bigler in 1872.—A. On May 4, 1872, I reported 27,280.07 feet; on June 24, 1872, I reported 22,716.66 feet; on July 9, I reported 7,597.68 feet. That covers the whole amount shipped to California. I reported that as being aboard the ship, in conformity with those instructions. That report included a statement of the kind of timber, whether straight, curved, or belonging to a frame, or promiscuous timber.

PHILADELPHIA, April 21, 1876.

PHILIP HICBORN, Jr., sworn and examined.

By the CHAIRMAN:

Question. In the case of all material or stores belonging to the construction bureau of the navy-yard, and under charge of the naval constructor, when sold or ordered to be used by a contractor in any work, should an account of that material appear on the books of the constructor?—Answer. Yes, sir.

Q. Please have the books of the constructor at the Philadelphia navy-yard examined during the years 1874, 1875, and 1876, and ascertain the amount of plumbing-material sold or charged to W. F. Steele, and especially the amount that he may have reworked or used in the Quinnebaug. If he has made any purchases of iron, zinc, brass, or copper, include a statement thereof in your return to the committee.—A. I will furnish such reports to the committee as soon as they can be prepared.

Q. Do you know the steamer Burlington?—A. Yes, sir.

Q. What is a fair market-value for that vessel?—A. About \$20,000, I think.

Q. Do you know what rate the Government is paying per month for her rent?—A. Yes, sir; \$1,000 per month.

Q. Since you have been at this yard, how much has the Government used her under the charter-party?—A. About two weeks.

Q. That includes what period of time?—A. Since January 1.

Q. Name the present day and month and year.—A. This is April 21, 1876.

Q. Is she still chartered by the Government?—A. Yes, sir.

Q. Has the Government any other vessel that can be used for the purpose that the Burlington is used when used?—A. Yes, sir.

Q. Then, in your opinion, is there any necessity for that vessel in the service of the Government?—A. I wrote a letter to the effect that there was no necessity for her use or employment by the Government here.

Q. Have you been ordered to make a report on the value of the work performed by the Messrs. Wood, Dialogue & Co., on the Mayflower?—A. Yes, sir.

Q. Did you make such report?—A. We made two examinations. I was associated with Assistant Naval Constructor Hoover. We made our report to the commandant, who forwarded it to the Navy Department.

Q. Was that under or above the bill rendered by Wood, Dialogue & Co.?—A. It was less than their bill.

Q. How much less was your estimate than their bill?—A. About \$1,000 less on the first examination.

Q. Did you have a second examination?—A. Yes, sir.

Q. What was the result of that?—A. At the second examination Mr. Hoover, assistant constructor, was associated with me. The order to examine was by telegraph from the bureau. We went on to Camden; made an examination of the vessel, and examined the bills presented by Wood, Dialogue & Co. During this time about a month had elapsed between the two examinations, and they put in another bill which would include labor done in the month of March. That increased the amount over what the first bill was. We made a report and a recapitulation of the labor and material, and reduced it to days, brought the material together, made it into so much money, and forwarded a report to that effect—that the labor could be done and the same repairs completed on the vessel at League Island, the Government people working eight hours a day, for \$1,300 less than their bill.

Q. Do you know whether that bill as made by Wood, Dialogue & Co. has been approved or paid by the Government?—A. I have been so notified in writing by the commandant, that it has been approved for the full amount, he stating the sum.

Q. Notwithstanding that report made by Mr. Hoover and yourself?—A. Without any regard to that report.

Q. Have you had an account taken of the lumber on hand and an inspection had for the purpose of seeing that the quantity on hand agrees with the quantity represented on the books of your department?—A. No, sir; not during the time that I have been there.

Q. Have you any reason to believe that there would be a discrepancy between the two?—A. I have no reason to believe that.

Q. Are you willing to accept the fact that the books show the correct quantity on hand?—A. No, sir; I am not willing to accept them as being correct. I take them as I find them. I would not be willing to be held to an account by the books.

Q. Why not?—A. Because I do not consider that the boom which timber has been placed in has been safe. A great deal of timber might have been lost; in fact, I know some of it did escape. I picked up large quantities when I came to this yard and took charge.

Q. Then the means of the Government for the preservation of the timber now on hand is not adequate?—A. I have improved it since I have been here and made it safe. Large quantities were outside of the pen in rafts when I arrived here.

Q. With the facilities that the Government has here for the purpose of preserving timber and taking care of it and its means of doing work successfully at League Island, state whether the quantity on hand is in excess of those means and facilities or not. In other words, if the Government cannot repair vessels at League Island, and has not the facilities for doing so, and has not adequate means for the protection of its timber, is there, in your opinion, an excess of what is needed or required?—A. Yes, sir; I should say that there was.

Q. Has the Government facilities for building vessels at League Island at the present time?—A. No, sir.

Q. Has the Government facilities for repairing vessels there?—A. No, sir.

Q. You came here about the time the Government ceased moving its materials and stores from the Philadelphia navy-yard, and were ordered to duty at League Island, were you not?—A. Yes, sir; I was two weeks at the old yard.

Q. Were adequate and sufficient means to protect and preserve the Government property at League Island provided for at the time of the removal?—A. I was not present at League Island to see whether proper means were provided. I can only judge from what I saw after I arrived.

Q. What is your judgment as to that after you arrived?—A. I should say that there were no means at all provided. I am speaking, of course, of my own department.

Q. From what you have seen since you arrived here and went on duty at League Island, would you say or not that the materials, &c., belonging to your branch of the service have been removed with proper care; prudence, and caution?—A. I should say they had not.

By Mr. JONES:

Q. How long have you been in the employment of the Government, and in what capacity?—A. I have been in the employment of the Government about twenty-one years, in capacities through the several grades from apprentice-boy up to naval constructor.

Q. Did you ever, in the construction department, sell any old material?—A. I have.

Q. How is it sold?—A. Through advertisement and at auction.

Q. By whose orders?—A. By order of the commandant.

Q. Through the suggestion of whom?—A. Through the recommendation of the naval constructor, generally.

Q. Has any officer in the construction department the right to sell any of his old material?—A. I know of no right, except by order from the commandant.

Q. Did you ever know of any being sold in that department by the order of the constructor, by a board of survey appointed by the constructor?—A. I never have.

Q. Could you not have repaired the Constitution at League Island?—A. I could have done it at a disadvantage.

Q. Could you have done it for the amount that the Government pays Wood, Dialogue & Co.?—A. No, sir.

Q. In view of the fact that you have been connected with League Island, state if the captain and crew of the Burlington have not been borne on the pay-rolls there.—A. The captain and a portion of the crew have been—the captain, engineer, and two firemen.

Q. How about the cook?—A. The cook and deck-hands have been borne only a portion of the time.

Q. How large a portion of the time should you say they had been employed?—A. The captain, engineer, and two firemen have been employed eight-tenths of the time, and the cook and deck-hands about two-tenths of the time.

Q. What expense has the Government been to in regard to the Burlington besides the employment of these men you have named?—A. There are three ship-keepers to take care of her.

Q. At what rate are they paid?—A. They receive \$2 per diem each.

Q. Are they now employed?—A. Yes, sir; they are paid Sundays, and all other days.

By Mr. HARRIS:

Q. In answer to an informal question asked you by the chairman, you have said that if old metals were delivered to Mr. Steele in part compensation for labor to be performed by him on the Quinnebaug, the amounts should appear on the constructor's books?—A. Yes, sir.

Q. Would you think it irregular if it did not appear?—A. Yes, sir.

Q. Have you the books of the constructor?—A. I have.

Q. Will you ascertain from those books, and report to the committee, how much old material was delivered to him?—A. I will do so.

Q. You say that it should not have been delivered without the permission of the commandant?—A. I do.

PHILADELPHIA, April 10, 1876.

HARMAN NEWELL sworn and examined.

By Mr. MILLS:

Question. State your position in the United States Navy, and what relation you have borne to the navy-yard at this place.—Answer. I am chief engineer in the United States Navy. I was chief engineer of the Philadelphia navy-yard for three years, from November, 1872, to the last of November, 1875.

Q. Have you been on duty at the navy-yard during that period of time?—A. Yes, sir.

Q. I call your attention, in the first place, to any sale or delivery of iron or machinery, or boilers of any description, to John Roach, or Pennock & Co., or to Noblitt. Have you any knowledge of any such sales, or transfers, or delivery? Give the committee such knowledge as you have.—A. There were auction-sales of iron to McKay during the whole term. There were some sales of scrap-iron previous to that, but I do not exactly remember who bought it.

Q. I am calling your attention now to such sales or transfers as may have been made by order of the bureau at Washington to be delivered to Messrs. Pennock & Co., John Roach, or Seyfert, McManus & Co.—A. There were to Pennock & Co.; there was some iron delivered there that I had condemned. The iron was not delivered by Pennock & Co., but by Noblitt; it was Pennock & Co.'s iron.

Q. Give to the committee the history of that transaction and all you know about it.—A. They built ten boilers down in the yard, and when the iron arrived in the yard I tested it and tried to work it, and found that it was not good, and condemned it; I rejected it. That was after trying to work it. After it was rejected I had orders to deliver to Noblitt the iron that had not been worked. The whole history of this affair is contained in the books of my department in the yard.

Q. Calling your attention back to this state of things, I ask you if it is not true that the bureau made an agreement with Pennock & Co. to let them have iron which was to be returned to the Navy or to this navy-yard; that is, they were to return one for three or one for five pounds, or upon some such terms?—A. I do not recollect any such order.

Q. Was the iron that the Navy Department obtained from Pennock & Co. obtained by purchase?—A. Yes, sir.

Q. Was it by open purchase?—A. Yes, sir.

Q. When it was brought here it was rejected or condemned by you?—A. It was rejected, and that which had not been worked was sent out of the yard.

Q. And by order of the bureau directed to be delivered to Noblitt?—A. Yes, sir.

Q. That order, then, came from Pennock & Co. instead of from the bureau?—A. No, sir; I had nothing to do with Pennock & Co. in that case. My dealings were all with Noblitt & Co. They put the iron in, and of course they took it.

Q. How was Pennock & Co. connected with that?—A. It was only their iron. That is all I know about it. I had no official information that it was their iron, except the personal interview I had with Colonel Boyd, of that firm. He was down there, and I had a great deal of talk about the rejection.

Q. Do I understand from you that during the period of time you were here as engineer that no iron went from this navy-yard to the firm of Pennock & Co.?—A. Not to my recollection.

Q. Who were the contractors for repairing the vessel called the Quinnebaug?—A. For putting in the machinery, Neafie & Levy, the Penn Iron Works.

Q. Have you had any difficulties with that firm?—A. Not thus far.

Q. Do you remember when the contract was made?—A. No, sir; it was some time in the beginning of last summer or spring.

Q. Do you remember when that vessel was to be completed according to the terms of that contract?—A. No, sir; as soon as possible, I believe it was.

Q. Was it not fixed at October 1, and with a forfeiture of so much per month?—A. No, sir; I do not think there was any forfeiture; it might have been October 1. My orders are all in my book in regard to these matters. I recollect that the amount was \$30,000 to place that machinery in and get her ready for sea and trial. These were the general terms of the contract.

Q. You say you have had no difficulties with them?—A. Well, no, sir; the time has not come for the difficulty yet.

Q. Who has been inspecting the work?—A. I have.

Q. They have been paid from time to time, have they?—A. No, not a cent. They have presented no bills.

Q. Did they do any other work than that for the Government?—A. They are doing construction work.

By Mr. BURLEIGH:

Q. On the same vessel?—A. Yes, sir; that is the reason I say that the difficulty has not yet come in; there has been no bill presented to me to sign.

Q. Who are the contractors for repairing the old Constitution?—A. Wood, Dialogue & Co., Kane's Point, N. J. I am on duty there, but I have no connection with the Constitution. I have nothing to do with that at all.

Q. Has any iron been delivered to John Roach?—A. Not iron; he did not take the iron. He took composition—brass.

A. No iron or machinery?—A. The brass comprised pieces of machinery; it was old scrap-brass. The orders were that it should be delivered to him; it was scrap material.

Q. Do you know whether that was upon a sale, or exchange?—A. I was ordered to deliver such brass as was not useful for the Government, being scrap-brass, to John Roach, and also to deliver iron, and to report the amount to the bureau; which I did.

Q. Were you ordered to deliver any copper?—A. I do not think there was any copper. There was none without it might have been some little scrap-copper; everything is enumerated in my report.

By the CHAIRMAN:

Q. Do you remember any orders to break up any machinery—boilers?—A. No, sir.

Q. Do you remember any orders that it was to be handed over to any person to be broken up?—A. No, sir.

Mr. BURLEIGH. Down east they sold machinery to different parties, and they broke it up and carted it off.

The WITNESS. That has been done in the yard, but we have not done it. The Nebraska's machinery was sold in lots to the people, who took it out; it being too bulky, broke it up.

By the CHAIRMAN :

Q. That was a sale of machinery ?—A. Yes, sir; the man who bought the Antietam and Suncook boilers cut them up in the yard and took them out.

Q. Do you remember who was the purchaser of the machinery, boilers, &c., of the Nebraska ?—A. Mr. McKay was the man who took it out. It was sold in lots, and there were several purchasers.

Q. In that case do you not remember that you were directed to cut it into pieces of four feet in length ?—A. No, sir; I was not.

Q. Were you to do nothing about it ?—A. No, sir.

Q. You are certain about that ?—A. Yes; you could not cut it into such shape.

Q. No part of the iron about there was to be cut by you ?—A. No, sir.

Q. Who bought the machinery and iron connected with the Suncook ?—A. That was in the same lot. It was sold to McKay. There were two boilers to the Antietam and two boilers in the Suncook, and the boilers of the Nebraska.

By Mr. EURLEIGH :

Q. And the steam-engines of both vessel ?—A. Yes, sir.

By Mr. HARRIS :

Q. Was that bought or taken out by McKay ?—A. It was taken out by McKay. He bought it of the man who did buy it. He deposited the money and paid for it. I know that.

By the CHAIRMAN :

Q. Who was the nominal purchaser ?—A. I forget the name.

Q. Was it Reynolds ?—A. No, sir.

Q. Was it Plant ?—A. I do not remember the name.

Q. Was not Plant the successful bidder in the Nebraska matter ?—A. I do not recollect. All those things are down in the records of the yard. Everything was then in terrible confusion. I was there at the sale; and to all appearances the sale was fair, as I thought. If there was any underhand work about it, I did not see it.

Q. You do not remember who was the successful bidder, or whether the successful bidder afterward performed the contract ?—A. It was sold in lots. McKay, I think, was the successful bidder on some of them, and I know that he took all of it out.

Q. The Antietam was sold at one time, and for a pretty good figure. That sale was not confirmed by the Department. Is not that the fact ?—A. I do not know anything about that, it was not in my department. I did not attend the sale, and knew nothing at all about it. I knew nothing about it except by hearsay. I heard that Mr. McKay bought her for \$5,000 at one time.

Q. In the commencement of your testimony you spoke of Mr. McKay being a bidder at the auction sales. Do you remember how often Mr. McKay was the successful bidder at the sales made by the department ? I mean sales connected with the Bureau of Steam-Engineering ?—A. He was the successful bidder on scrap-iron. He had a pile of 30 or 40 tons of scrap-iron. He was the successful bidder on the boilers of the Nebraska and on the boilers of the Suncook. He was also a successful bidder on a lot of iron tubes that we had there.

Q. Were all these that you speak of sales made at public auction ?—A. Yes, sir.

Q. Do you remember any instance in which he was a successful contractor at private sales ?—A. We had no private sales in my department.

Q. None made by order of the bureau ?—A. No, sir.

Q. Who removed from the yard the material and property belonging to the Bureau of Steam-Engineering to League Island ?—A. Mr. Kay.

Q. Was that done by open sale, or letting ?—A. That I do not know. I received orders from Washington that he was the contractor for it. In the first place, I received orders to report what would be a good way to remove that stuff. I inquired around, and got Neafie & Levy, John Lynn, and Mr. McKay all to look at the stuff, and found out pretty nearly what they would do it for, one against the other. From what they all told me, I came to the conclusion that about \$15,000 would be a pretty fair price for removing that stuff. I calculated at that time about the removal of all the Nebraska's machinery and these four boilers down there, which was pretty heavy work. My department consisted of some very heavy pieces. I reported that I thought it could be removed for about that sum. Afterward I received notice that Mr. McKay had the contract for \$13,000.

Q. Did his contract include the removal of the machinery of those vessels of which you have spoken ?—A. The contract said, the material belonging to the Bureau of Steam-Engineering. That material at that time all belonged to the Bureau of Steam-Engineering.

Q. Was it removed by him ?—A. No, sir; it was afterward sold at auction.

Q. Do you know, as a matter of fact, whether he has been paid the sum of \$13,000 ?—A. I signed a bill of his for \$6,000. When I was relieved I would not sign his other bill, because he had not completed his contract.

Q. What did he lack in completing his contract ?—A. He had not stowed things away as I wanted them at League Island. I have a copy of my whole report in my pocket relative to that matter.

By Mr. JONES :

Q. Did McKay's contract cover all that you in your estimate wanted taken to League Island? Did he remove all that you estimated?—A. No, sir; my estimate was to take down the Nebraska's machinery and those four boilers.

Q. Did he remove all but that?—A. He put everything down but them.

By Mr. HARRIS :

Q. Had those been sold before he took his contract?—A. No, sir.

Q. Did his contract include the removal of the machinery of the Nebraska and the three boilers?—A. My instructions were that he was to remove all belonging to the Bureau of Steam-Engineering from the yard.

By the CHAIRMAN :

Q. And at the time you submitted your estimates it did include, or was intended to include, the removal of the machinery of these vessels?—A. Yes; I had to take in everything that belonged to the bureau.

By Mr. HARRIS :

Q. Do you know whether, after that, a change was made; that is, that it was determined to sell that property where it was?—A. I do not know what they determined in Washington.

Q. You do not know, then, that it was not understood by McKay that he was not to remove that?—A. No, sir; of course I do not know that. I received no information on that point.

By the CHAIRMAN :

Q. Suppose the contractor, at the time of submitting his proposition, had known that he was not to remove the boilers and the machinery of these vessels, how much difference would that have made in your estimate? Two, or three, or four, or five thousand dollars?—A. It would be about the same as he got it for, I should think. I do not think that he made any money on that contract. What he removed cost him everything that he got from the Government. That is my opinion.

By Mr. HARRIS :

Q. You think the difference ought to be \$2,000 between your estimate and the property which he did remove?—A. Yes, sir.

By Mr. JONES :

Q. State whether or not the material was removed as carefully as it would have been if it had been done by the Government under your direction.—A. Yes, sir; they had good men, and we looked out well for it, and saw that it was well done.

By Mr. HARRIS :

Q. You had the entire superintendence of it?—A. Yes, sir.

Q. And you compelled him to do it in a way that was satisfactory to yourself?—A. Yes, sir.

By Mr. JONES :

Q. Then why did you not approve his last bill of payment?—A. He had not finished up his contract. He did afterward finish it up, and Mr. Garvin, the chief engineer at League Island, approved it. It was done there.

Q. Do you know whether he finished it up down there?—A. It was left to a board of survey, and they reported that it was done.

Q. Do you know who composed that board?—A. Chief Engineer William W. Dungan, Chief Engineer B. F. Garvin, and Assistant Engineer Adamson.

By Mr. HARRIS :

Q. And you are informed that they found that he had complied with his contract?—A. Yes, sir. McKay reported me to the Department for not signing his bills, and the following paper was my answer :

“PHILADELPHIA, PA., January 4, 1876.

“SIR : In answer to Mr. N. McKay's letter, dated December 30, 1875, addressed to Engineer-in-Chief W. W. W. Wood, relative to the stowage of the machinery belonging to the Bureau of Steam-Engineering at League Island, and by you referred to me, I have respectfully to state that my reasons for not signing bills for Mr. McKay are, in the first place, that no bills have been presented to me; in the second place, if they had been presented, I could not have signed them, as the terms of his contract have not been complied with. The contract calls for him to place the machinery, &c., where the superintending engineer shall direct. This has not been done. Some of the parts of the Antietam's machinery have been thrown in the mud alongside of the railroad-track, without any kind of consideration for its preservation. The table of the large slotter is on the truck on which it was brought from the wharf; the smaller slotter is lying in the mud alongside the railroad-

track. Mr. McKay has been repeatedly requested to have it placed, with the rest of the machiner, in the Nebraska's shed.

"Mr. McKay has been urged time and again to have all of the above work done, and promises that it should be; but up to December 30 (the date of his letter) it was in the condition described.

"To finish this work would entail large expense to the Department, and, in view of the above facts, I do not see how I could possibly sign bills authorizing him to receive money that he is not entitled to.

"Very respectfully,

"H. NEWELL,
"Chief Engineer."

By Mr. HARRIS:

Q. You refused to sign the bills, in the first place, because he presented none to you?—A. Yes, sir.

Q. In the second place, if they had been presented, you could not have signed them, as the terms of the contract had not been complied with?—A. That is true, sir.

Q. You made such a report and forwarded it, and you understand that the result of that was that Mr. McKay was compelled to do the thing as you required?—A. Yes, sir. He did the thing afterward, as I understand, and then the board of survey reported it done, and Mr. Garvin signed his bills.

By Mr. BURLEIGH:

Q. Do you know, of your knowledge, that he did it?—A. I have been told so. I was not on duty there, and I had no right to go down there and inspect.

By Mr. JONES:

Q. Have you ever been ordered to receive any material that has been rejected in your department?—A. No, sir.

Q. Do you know of any that has been received in any other department that had been rejected?—A. No, sir.

Q. Speaking of the sale of the Nebraska, and the machinery and boilers, &c., were they sold at auction?—A. Yes, sir.

Q. Do you know of any iron, or machinery, or material that has not been sold at auction having been removed from the yard upon orders from the department by private parties, or sent to private parties?—A. John Roach removed some, but it was understood by me that it had been sold. I refer to that material that John Roach bought.

Q. Do you know of any being sent to anybody else?—A. No, sir.

By Mr. HARRIS:

Q. That was brass and old material?—A. Yes; old material—scrap-brass.

By Mr. JONES:

Q. And iron?—A. It was to be iron, but Mr. Roach did not take that part of it afterward.

By Mr. HARRIS:

Q. You furnished to the department the exact weight of that old stuff that Mr. Roach purchased?—A. Yes, sir; the exact weight.

Q. Were you here during the time that McKay was removing the property from the yard?—A. Yes, sir; every day.

Q. What contracts did you understand that he took for the removing of material?—A. He had a steam-engineering contract.

Q. What was his contract in that department?—A. It was to remove the material of steam-engineering to League Island.

Q. He got \$13,000 for that?—A. Yes, sir.

Q. In doing that, did he remove all the property which belonged to that department?—A. Yes, sir.

Q. He did it under your charge?—A. Yes, sir.

Q. Did he convert, or allow anybody else to convert, any portion of that to his own use, or carry it to any other place?—A. No, sir; I do not think he did, because every scow-load of my material that went from the yard to League Island had one of my men aboard to see that it was delivered down there.

Q. Was there any chance for him to convert anything?—A. No, sir; I do not think there was. We carted the coal down to the yard by land, and every carter that left that yard had a ticket from my office, which would be signed when they arrived at League Island by my assistant engineer there, to be returned to my office, showing that that coal had been delivered. I do not think there was a pound lost.

By Mr. JONES:

Q. Was there anything in your department that was removed by night?—A. No, sir; not that I know of. That would have been reported long ago.

Q. But he did work there at night?—A. Yes, sir; but every scow-load of material went down with a man aboard. I do not remember of any of my material removed at night. There might have been a scow-load of very heavy machinery aboard, where there was no danger of anybody taking it.

By Mr. HARRIS:

Q. Did McKay work at night in the yard to load?—A. I believe he did, in some of the departments.

Q. If he was removing goods in your department at night, did you have any superintendence of him?—A. Always.

By Mr. JONES:

Q. I understood you to say that he did not remove any of your stuff at night.—A. I do not think he did.

By Mr. HARRIS:

Q. What have you in your department?—A. We have bar-iron, new and old, and stores of all kinds.

Q. Had you swage-iron?—A. Yes; copper, composition, and general stores for ships, from a scrubbing brnsh up.

By Mr. BURLEIGH:

Q. Did you have an inventory of these stores?—A. Yes, sir; regular books.

Q. Did you take an inventory before they were removed?—A. No, sir; we did not have time.

By Mr. HARRIS:

Q. Did you at the time of removal?—A. No, sir; we did not have time. We boxed it up ourselves. The bar-iron was not boxed up. That was put down in a lump. The whole thing was removed in a month.

Q. You did not weigh it as you delivered it, did you?—A. No, sir.

Q. If he took 100 bars of iron, do you know whether he delivered 100 bars?—A. I think he did; because we had a man to watch that scow down there all the time.

Q. You just loaded the barges?—A. Yes; and sent a man down with it to see that the barges made fast under the charge of the authorities of League Island.

Q. State whether or not, during the time he was removing your goods, he could have taken a load of iron or other material from your shops or warehouses which he did not deliver on board his scows?—A. He could not have taken them out of the yard without a pass at the gate.

Q. I mean articles which he did not deliver on board the scows when he was transporting your goods.—A. Such a thing might have been possible.

Q. Did such a thing ever come to your knowledge or information by any truckman or laborer?—A. No, sir; I had half a dozen people watching all the time.

Q. But at the same time that he was loading scows to go down with goods to your department, he also had scows taking goods which he had purchased, or claimed to have purchased?—A. I believe he had.

Q. Do you know which went to one and which to the other?—A. We kept watch of these scows of his, and several times we made him take some of our things out of his scows.

Q. State whether or not, at any time, he delivered on board his own scows property which belonged to your department?—A. Yes; I remember of my taking two crank-pins out of his scows myself. It is a piece of iron about four feet long and ten inches in diameter.

Q. How much would it weigh?—A. About 500 pounds. He had bought that from us.

Q. And you took it away?—A. Yes; because we had to weigh it by the draught of the schooner, and I wanted it to be on the schooner. I was taking the draught to get the right weight. It was his property after we got the weight of it. I weighed it the best way I could. I found it on the wrong scow of his. It should have been on the other scow that I was weighing.

Q. Then you did not find it in the scow which contained the material which he was to transport for your department?—A. No, sir.

Q. But you found it in one of the scows which was transporting his material?—A. Yes, sir—of another department, and not of mine.

Q. That is, you found it in the wrong boat?—A. Yes; I had taken the exact dimensions of my scow, and loaded it on there to get the weight.

Q. State whether or not, at any time, you have any knowledge that any goods which belonged to your department were put on board of scows which were transporting his property which he had purchased?—A. There was nothing of any moment. There was an old smoke-stack and a piece of cast iron that I remember.

Q. How much was that in value?—A. I do not suppose they were worth \$10.

Q. Were they taken from him and put in the right place?—A. Yes, sir.

Q. Do you know how it happened?—A. I do not.

Q. Was he present?—A. He was present when I saw it. His men very willingly took them out again.

Q. Did you speak to him about it?—A. No, sir.

Q. Have you any information of any department property there converted by him into his possession which should have been removed to League Island under his contract?—A. I have no information except that I was on a board composed of Captain Wells, Engineer Stratton, and myself, to go up to Queen-street wharf and see if there was any material there belonging to Yards and Docks which had not been sold to him. We went up there, and we found some pieces of iron rods, house-fixings. We tried to get in the store-house there, but were refused admittance. The doors were locked.

Q. Whose place was it?—A. I do not know that it was a public store-house there. There was one place locked up where we were refused admittance, and we did not go in.

Q. Whom did you see?—A. We saw the man having charge of it.

Q. Did you see McKay?—A. No, sir.

Q. Did you call on him in reference to it?—A. No, sir.

Q. Did you make any claim that any property was there which should not have been?—A. I believe Captain Wells called on him. He was the senior of the board.

Q. Do you know what the result was?—A. The result was that we only saw a few rods belonging to the houses.

By the CHAIRMAN :

Q. You did not go into the room, though?—A. No, sir.

By Mr. HARRIS :

Q. Did Captain Wells go into that room at a subsequent period?—A. Not that I know of.

Q. Were those lightning-rods?—A. No, sir; I do not know exactly what they were. They were about half-inch rods.

Q. Were they of much value?—A. No, sir.

Q. On what representation was the board organized?—A. The representation of one of the men belonging to Yards and Dock, one of their foremen, that McKay had loaded up things belonging to Yards and Docks to take out of the yard.

Q. Did that board finally make a report?—A. Yes, sir.

Q. What did they report?—A. They reported about finding these rods.

Q. And also reported that they did not get into the building?—A. Yes, sir.

Q. What was that building particularly?—A. It is a store-house on the wharf. It seemed to be a kind of cotton-factory.

Q. Do you know whether much of the iron sold to McKay was put there?—A. I do not know that. I never saw it, and never saw any go in there.

Q. Your board, then, investigated so far as they chose?—A. They investigated as far as they could get.

Q. What was the value of those rods?—A. I do not know that. There was not much in weight. I suppose there were a dozen rods or so, maybe 20 feet long and a half-inch in diameter; say about one hundred or one hundred and fifty pounds.

Q. Were they returned?—A. I do not know that.

Q. Did not your board communicate with McKay, and let him know what the charge was?—A. Not to my knowledge.

Q. Mr. Wells was the active man on the board, was he?—A. Yes, sir; we were under his orders.

Q. Have you any knowledge of any other goods improperly taken out of the yard by anybody?—A. No, sir; except that there was missed from the Nebraska's machinery two copper pipes. This was just previous to the yard being broken up. There were also two brass boxes missed. Those copper pipes weighed somewhere about five hundred pounds apiece. They were worth, I should think, about seventy-five cents a pound. It was reported to me, and I reported to the commandant. The commandant ordered a board, consisting of Captain Wells, Commander Cromwell, and Assistant Engineer Rowbotham. They investigated the case, and, I believe, could not find out who took them. I, however, did not see their report, and had nothing to do with it.

Q. Were they lying within reach of any person?—A. They were stored away in the shed with the rest of the Nebraska's machinery.

Q. That was before the contract for the removal was made?—A. Yes, sir.

Q. Nobody charged McKay, I suppose, with stealing those?—A. No, sir; I never heard of anybody being charged with it.

Q. Was McKay at work in the yard at that time?—A. No, sir.

Q. Had he any access to it any more than anybody else?—A. No, sir.

Q. What other department than your bureau in the Navy Department had large quantities of iron, copper, brass, and other material of that kind?—A. Construction. I think the Equipment had some, and Ordnance also.

Q. Who removed the material in the construction department?—A. I have been informed that McKay did. I have no official information of that, however.

Q. Did you see him remove any of the material in the construction department?—A. Yes, I saw him superintending it.

Q. Did he remove in that department all the iron, copper, and all the things that were to go to League Island, as you understand?—A. I understood it so, but I know nothing more in that respect than anybody else. I had not any charge or official information, and had nothing to do with it any more than any outsider.

Q. The quantity would be larger in that department than in yours?—A. Yes, sir.

Q. But it would be new material more than manufactured material, would it not?—A. There would have been a good deal of new material in it.

Q. That is, in your department you would have engines and boilers, new and old?—A. Yes, sir; and also new material; we would have new iron, ingot-copper, &c.

Q. In the construction department state whether or not the metals would be new material more than material which had been partly or wholly worked?—A. I suppose we would have more metals than they, because we deal altogether in metals.

Q. What class of metals would they have?—A. Every class; they use everything. They would have bar-iron of all sizes; wire, round and flat; sheet-copper and sheet-brass, ingot-copper, tin, zinc, &c.

Q. More new material in store than anything else?—A. Yes, sir.

Q. Did you see McKay loading that kind of material from that bureau into any of his barges?—A. No, sir; I paid no attention to that.

Q. I understand you to have stated just now that you saw him loading his scows from that department?—A. O, I took a casual glance, but did not pay any particular attention.

Q. What other persons were at the same time transporting by scows or barges any material to League Island, which belonged to the navy-yard?—A. Toward the last Mr. Rice was transporting his.

Q. Did Mr. Rice begin to transport anything until the material had been substantially removed from the yard?—A. Not until the greater part of it had gone.

Q. So that McKay's contract preceded his?—A. Yes, sir.

Q. He had nearly completed his before Rice began?—A. Yes, sir; he had to clear out the store-house before Rice commenced tearing down his houses.

Q. Then was there any other person there using scows during the time that McKay was removing the goods to League Island?—A. No, sir; I do not think there was. I am not certain; there might have been.

Q. What are the relations between yourself and Mr. McKay?—A. They are not very pleasant; that is, I do not like his manner.

Q. Has there been any open difficulty between you, or bad words, or quarrels, or misunderstandings?—A. It was very much, when he and I came together, like scratching a match; we were fighting all the time, I think.

Q. What were you seeking to do?—A. To do my duty.

Q. And compel him to?—A. Yes, sir.

Q. And you claim that you held him up to his duty?—A. I did, as strictly as I could.

Q. You now say that, so far as your department goes, he did transport everything properly?—A. Yes, sir; I would have made myself liable if he had not.

Q. You, then, are not reckoned on his list of friends particularly?—A. Well, I cannot say that I dislike the man, but his manner was very objectionable.

Q. Has he made any proposals to you?—A. No; he wrote letters to me that I had to answer in a pretty severe strain, and he reported me for not having things ready, and one thing and another.

Q. Did McKay at any time make any offers to you to compensate you for any favor that you might render him in the execution of that contract?—A. No, sir.

Q. Do you know of his doing it to anybody in the yard?—A. No, sir; well, I do not think it exactly fair to state an accidental circumstance. He certainly never offered me anything without it might have been a crack or a blow or two.

Q. Did you quarrel so as to come to blows?—A. No, sir.

Q. What person, if any, in the Navy, employed by the Government, did he make offers to? I mean, within your own personal knowledge.—A. I do not know whether it was an offer, or not; but I was standing talking to Mr. McKay about getting things ready, and one thing and another. A boy came up with a basket on his arm filled with bottles. I do not know what was in those bottles. I was in uniform, and he came up to me and handed me a card saying, "Can you tell me where that gentleman is?" It was for Mr. Briscoe, and on the card was the name, McKay. I turned around, laughing, and said, "McKay, is this the way you do it?" He turned around and cursed the boy a good deal and sent him out of the yard and told him to tell the people that if they could not deliver things right he would not deal with them.

Q. Who was Briscoe?—A. He was the boatswain of the yard.

Q. What were the relations between McKay and the boatswain?—A. I do not know that.

Q. What charge had the boatswain?—A. He had charge of gangs who worked there.

Q. Government gangs?—A. Yes, sir.

Q. Had he charge of property?—A. I do not think so; he might have had boatswain-stores. I do not know what his charge was specially.

Q. What class of goods are boatswain's stores?—A. Cordage, tar, turpentine, cakum' rigging.

Q. Do you know of any property of that class going improperly out of the yard?—A. No, sir.

Q. Have you any reason to believe that any of it did?—A. No, sir.

By Mr. JONES:

Q. Did not I understand you to say that you had five or six men watching from your store-houses to the barges?—A. Yes, I had men watching everywhere in my department.

Q. He was removing articles that he had bought at the yard, with barges, at the same time that he was moving yours?—A. Yes, sir.

Q. Do you know certainly that no one of these teams went aboard his barge when it should have gone aboard your own barge?—A. As certainly as I know anything.

Q. Do you know whether he made any offers of bribes to get material on board his barge?—A. No, sir; it was not reported to me, and I do not think they did. I do not think he approached any of my department.

Q. Did the boatswain go down with your material and houses on the boat?—A. No, sir; some of my own men went.

Q. Were the barges ever taken from the yard and brought up to different wharves away from the yard and laid over at night with the Government stores?—A. Not to my knowledge; I should have reported that immediately.

Q. You say that they did put aboard and remove some of these stores in the night?—A. They might have done so. I do not remember. If it was done it was only in the case of a barge or two, but I really do not think they removed any of my stuff in the night.

Q. Do you know S. J. Rickenson?—A. I do not.

Q. Did McKay ever say to you that if you interfered with him he would have you removed?—A. No, sir.

Q. Did he say that to any one else, so that it came to you?—A. I had given my assistant engineer, Mr. Rowbotham, [who is waiting outside to testify,] orders about certain things, and he was carrying them out. He informed me, that Mr. McKay told him that if he commenced right away at the beginning to be troublesome he would fix him in a minute.

Q. What did he mean by "fixing him"?—A. That I do not know. Mr. Rowbotham told him that he did not care if he would fix him in a half a minute; that he would obey his orders. Another morning Mr. McKay came to me and said, "Are you responsible for what your assistant said?" "Yes," said I. "Are you responsible for his discourteous language?" says he. I told him I was responsible for everything my assistant did while acting under my orders.

Q. What reply did he make to you then?—A. He turned around and left the office. He never threatened me. I should have reported him to the Department immediately if he had.

Q. Have you been removed since, or suspended?—A. No, sir; I am still in the employ of the Government. I have been in its employ nearly twenty-seven years.

By Mr. HARRIS:

Q. State whether or not, in consequence of any difficulties which you had at the navy-yard, or for any other reason, you have been removed against your will from your position.—A. No, sir; my tour of duty was more than up at the yard. At the last of the year, when I was detached, I had requested my present duty. I had requested to be detailed and transferred to my present duty, superintending or special duty outside, at Messrs. Cramp & Sons, at Neafie & Levy's, and at Kane's Point.

Q. Have you papers authorizing that?—A. I had had my orders a month in my pocket before I could get a chance to get away. I was anxious to get away, but was detained here until I saw that everything was finished up, in regard to this job.

Q. So far as you know, did Mr. McKay or any other person seek your removal?—A. No, sir; I was anxious for it myself.

By Mr. BURLEIGH:

Q. State how many tons in all of this metal, from all the bureaus, was removed from the navy-yard to League Island.—A. I could not begin to state that.

Q. Was there 100 tons, 200 tons, or 300 tons?—A. It would go into the thousands of tons, perhaps three or four thousand tons; the Antietam machinery was very heavy, indeed. My department had pieces there of 20 tons weight.

Q. Were you familiar with all that iron, every piece of it?—A. Not every piece of it; but as a general thing I was familiar with everything in my department.

Q. Were you familiar with the articles in the other departments?—A. I had nothing to do with them.

Q. How large a pile was there of this iron in which you found the rods?—A. I suppose that there were 200 or 300 tons of iron in the pile.

Q. Were you familiar with every piece in that pile?—A. It was not in my department.

Q. How did you happen to know of the rods?—A. I was ordered to go there and see about it.

Q. How could you tell, you not being familiar with the articles?—A. We had a civil en-

gineer whose department it was in. He was the officer in charge of yards and docks, and was familiar with all of those things; although I myself could tell whether a thing belonged to construction, or to a ship, or to a house.

Q. How many tons do you put on a barge?—A. I think some of these barges would carry 50 tons.

By Mr. HARRIS :

Q. Was there not some iron that McKay bought that he had to carry out and weigh in scales outside?—A. There were some tubes, but the boilers were sold in this manner. The Nebraska's boilers were sold at so much a ton, and weigh 40 tons.

By the CHAIRMAN :

Q. I understand from your statement that you and Mr. McKay did not get along very agreeably?—A. I do not think we got along very agreeably, sir.

Q. I understand, further, that you endeavored at all times to protect the interests of the Government under your charge?—A. Yes, sir.

Q. Was Mr. McKay trying to encroach upon what you believed to be the rights of the Government? If not, what was the occasion of your difficulty?—A. I had an idea that Mr. McKay would do as little as he could, and I wanted to hurry up and get the thing done for the Government at as little expense as possible. He would write me letters that I should do this, and that, and the other thing, when I considered that I had done enough when I got the machinery in order to protect it and the goods boxed in condition to send down in safety.

Q. I should judge from your statement that you found it necessary to put extra guards over the property under your charge. Is that so?—A. I do not say that I found it necessary, but it was a matter of precaution. I think it would be necessary; it was a natural thing for me to do.

Q. The greater part of the property from the navy-yard was removed at night-time, was it not?—A. No, sir; in the day-time.

Q. Was it all removed in the day-time?—A. Not all. I believe there was some moved at night, but not much.

Q. Do you speak now in that regard of your own department?—A. Yes; I know nothing about other departments, or at least very little.

Q. To whom did the warehouse belong to which you were refused admittance?—A. I do not know.

Q. Who was the party who refused you admittance?—A. The man in charge. He seemed to be a porter or to be in charge of it.

Q. Whom did he claim to represent?—A. We did not ask. I suppose perhaps porter would be a wrong term. He was the man in charge, the superintendent of the place. He seemed to be a man working around there.

Q. Was this man working near any wharf or any landing?—A. Yes, sir; right on the wharf—Queen-street wharf.

Q. It was known as Queen-street warehouse, was it not?—A. I do not know that. I have never been there before or since.

Q. What special duty was the boatswain, Mr. Briscoe, engaged in at the time to which you refer in the matter of the bottles?—A. I do not know that. He was not in my department. A boatswain has general charge of houses and working a gang of men, riggers, &c.

Q. That is in the Bureau of Equipment, is it not?—A. Yes, sir.

Q. Do you know whether the Bureau of Equipment removed their own property?—A. I think they did. They put it aboard the Antietam.

Q. At that time were they not engaged in the removal of their property, at the same time that Mr. McKay was engaged in his contract of removal?—A. I think they were.

Q. Where are you engaged?—A. Superintending at Cramp's, Neafie & Levy's, and Wood & Dialogue's.

Q. What vessel or vessels are the Messrs. Cramp repairing for the Government?—A. The iron-clad Terror.

Q. What vessels are Neafie & Levy repairing?—A. The Quinnebaug.

Q. And the other firm of Wood & Dialogue?—A. The May Flower, a tug; they are putting the boilers in her.

Q. Who is repairing the Constitution?—A. Wood & Dialogue.

Q. You are detailed for duty to superintend the work that these parties are doing for the Bureau of Steam-Engineering?—A. Yes, sir.

Q. Do you know whether Messrs. Cramp or Neafie & Levy are receiving any iron or boiler, or machinery from the Navy Department?—A. Not at present.

Q. Have they at any time?—A. Not since I have been on duty.

Q. Did they prior to your going on duty?—A. We sent a couple of boilers, similar to those which were cut up at the yard, to Messrs. Cramp from the navy-yard. We took the weight and returned it to the Navy Department.

Q. Do you know upon what terms they took it from the Navy Department?—A. No, sir. The orders were to let them have it.

Q. You do not know the terms upon which any of these firms have procured any of the property of the United States from this or any other navy-yard?—A. No, sir; I know nothing about the terms.

Q. Do you know of any officer or employé in the Navy Department or in the naval service who has any connection or interest with any of the contractors with the Government?—A. No, sir; not one.

Q. Do you know of any one connected with the naval service, or with the Navy Department, who at any time has received any gift from any contractor with the Department in any way?—A. No, sir; I do not.

Q. Or where the same has been done to members of their families?—A. No, sir; I have no knowledge at all of any one either in the Department or in the Navy proper.

Q. Do you know of any parties receiving fees or commissions from contractors for services to be rendered by them in connection with the naval service?—A. No, sir; I neither know nor have I heard of such.

Q. Who supplies the branch bureau of steam-engineering that is here with what they purchase under open purchase?—A. A great deal of the stuff that comes in, is from Noblit & Co.

Q. Your mode and manner is to make out your estimates, and then your requisition follows; and that is put into the hands of a particular purchasing-paymaster?—A. Yes, sir; if we want anything we make out a requisition for it; that is approved by the commandant. It goes to the bureau, and is approved by the chief of the bureau; it comes back and goes to the purchasing-paymaster, who purchases the goods. When they come into the yard the engineer signs that their quantity and quality is correct. The paymaster certifies that it is a fair market-price.

By Mr. HARRIS :

Q. Do you know of any connection of Mr. Saml. J. Randall with the navy-yard here?—A. No, sir; except that he recommended men down there for employment, as all the Congressmen do.

Q. Does he succeed in getting them in?—A. Yes, sir; if he sends a good man down there.

Q. Do you know whether Mr. S. J. Randall and Mr. Nat. McKay had any conflict over this McKay contract?—A. No, sir.

PHILADELPHIA, *April 10, 1876.*

WILLIAM ROWBOTHAM sworn and examined.

By Mr. HARRIS :

Question. Where do you reside, and what is your business?—Answer. I reside in Philadelphia; I am assistant engineer in the United States Navy.

Q. How long have you been employed in the yard?—A. I went on duty at the old yard about last May.

Q. Were you present during the period of the removal of materials?—A. Yes, sir.

Q. What particular duty had you during that period?—A. To superintend the removal of our department, and see that it was done properly. We had also more or less work going on in the shop, and I took charge also of that.

Q. Do you remember when Mr. McKay came into the yard and commenced his contract to remove the material?—A. I recollect when he came to commence on the contract with the steam-engineering department.

Q. Did you have supervision of the removal of material in your department?—A. Yes, sir.

Q. State what that supervision was.—A. To see that the tools in the machine-shop were all taken apart, and the small parts boxed up and tallied. I put a man in charge to take a list of them as they were removed, and stationed another man down at the boat to take a tally of them there. We sent a man down in each boat-load to see that they went to League Island.

Q. Did you keep tally of all the goods delivered to the contractor?—A. No, sir; we could not of the small-stores and miscellaneous stuff.

Q. But of all tools and machinery you kept a tally at each end?—A. Yes, sir.

Q. So far as you did keep tally, can you state whether or not all the goods were delivered at League Island and received by the Government?—A. I believe they were; I have not heard of any that were missing.

Q. Did you at the time discover by your tally that there was anything lacking?—A. No, sir.

Q. What class of material did you not keep tally of?—A. Such things as the small tools that are ordinarily around a machine-shop.

Q. You put them in boxes, did you not?—A. A good many of them we did, and a good many of them we didn't have time to. We only had a few days to do the removing in, and had to do it the best we could.

Q. Do you know of any goods in your department which were not properly delivered, or did not get to their destination?—A. No, sir.

Q. Did you during the period learn that McKay, or anybody else, was taking goods from your department improperly?—A. No, sir; I don't recollect of hearing of anything that was not straight.

Q. What were your relations with McKay?—A. I never had anything to do with him, excepting that he was the contractor to remove the stuff, and I had charge of giving him what he was to remove.

Q. Did you have any controversy with him?—A. Yes; the first time I met him I had a little trouble with him.

Q. State what the trouble was.—A. I will as soon as I can remember, but I lost my temper at the time. He had got the contract for removing the steam-engineing stuff, and Mr. Newell was away on business that day, and he gave me orders if McKay came there to give him anything that we had ready. I told him that the Shackamaxons engines were ready. He asked me if I thought he was going to be fool enough to take that stuff. The Shackamaxon was named the Nebraska afterward. I told him I didn't care whether he took it or not, my orders were to deliver it to him. He said what else have you got. I told him the Antietam's engines were all ready. He said, "I told you before I am not going to take that rubbish; that is going to the Centennial." I told him I didn't care where it went, that we were in the habit of getting our orders from naval officers. He said, "What else have you got?" "There is nothing quite ready," I told him. "Why can't I take those tools?" he said. I told him they were not ready. "We have some little work here that is needed on the vessels for the Government, and if you commence taking them we will have to knock off all that work, and the shops will be laid idle; in the next place, the tools are not ready to be taken in their present condition; the small pieces, at least, would run a risk, and I want to box them up." "O," he said, "if you are going to be awkward about it, I will fix you in about one minute. I will telegraph to the office and settle you in a minute." I told him I didn't care a damn if he telegraphed in about a half minute. That was about the amount of it. He walked off.

Q. Did you have any further talk about it?—A. I believe that was about all. He told me that he didn't want any further business with me, nor talk with me. I told him whenever I had any business with him I should certainly speak to him, whether he liked it or not.

Q. Did he remove those things that you pointed out?—A. The Shackamaxons machinery was sold at auction, but the engines of the Antietam he removed.

Q. So far as you know, he did remove the goods which were given to him?—A. Except the Nebraska or Shackamaxons engines, which were sold, and not to be removed. Yes, sir.

Q. There were three boilers, I think, and the engines of the Nebraska that were sold and carried out?—A. There were four, two large boilers and two others.

Q. During that time did you know of Mr. McKay offering to any person employed by the Navy any money in consideration of any favors shown him in the discharge of his contract?—A. No, sir.

Q. Did you afterward have any words with him at all?—A. No, sir. He went down to Washington that afternoon or the next day. I saw a telegram about a day or two afterward. It said that he was going to New York. I think that the telegram came from Washington. It was in reference to moving the stuff or something of that kind. A day or two afterward he came down to the yard and met Mr. Newell, and wanted to know if he was willing to be responsible for my conduct; he told him that he was. They went around the yard again looking at the stuff; and after that he didn't speak to me for some time, till he had occasion on account of the work he was doing, and then it was in a very short manner.

Q. Do you know of any material from any department in the yard being taken by McKay or any of his men improperly?—A. I don't know whose men they were; I have seen old yard material in the boats there. There was an ash-pan coming from under a boiler. It was cast iron, and broken in two or three pieces. McKay had bought a load of scrap-iron around the yard, and this was dumped into McKay's or Reynolds's boat. I saw it there and made them take it out. That belonged to our department, and I knew it had not been sold. I made them take it out.

Q. Did you see McKay there?—A. No, sir; I saw a man who seemed to have charge of it, and I am pretty positive it was Reynolds's boat. It was being taken out as stuff that had been purchased.

Q. But you caused it to be taken out of the boat?—A. Yes; I left it on the wharf; it was of no use except for old cast iron.

Q. Was it afterward removed by him?—A. It was removed by him to League Island afterward. I saw it lying down there.

Q. State whether or not you saw anything that led you to believe that any considerable quantity of material which should have been transported to League Island for either of the departments was taken by McKay as property purchased.—A. There was a load of har-iron that I saw in those boats. I don't know whether it had been sold at auction or in any other way, but har-iron is something that comes in use any time. And if it had been in our department, I don't think it would have been sold. I have seen bar-iron go away among other scrap-iron that they had in their boats, with other rubbish.

Q. Was it new bar-iron ; I mean iron that never had been worked, but was sold in the original bar ?—A. Yes, sir.

Q. To what extent did you see that ?—A. I should say that there was quite a number of tons of it. I think I saw it in two boats. I know I saw it in one boat.

Q. Do you know where it went ?—A. To Queen street wharf, I believe.

Q. Was that the place where he carried all his material ?—A. There was mixing up about it. I don't know whether it was McKay's or Reynolds's, or Seyfert & McManus. I don't know who got this iron.

Q. Did you see it in the day-time or evening ?—A. I saw it in the day-time, in the boat. I spoke to the watchman about it, and he said that he had reported it, and they put him off for some reason or other, I don't know what.

Q. Did he tell you who he reported to ?—A. To the assistant to the captain of the yard. He is the son-in-law of the captain of the yard.

Q. Who is the captain of the yard ?—A. Mr. Wells.

Q. And it was Mr. Wells' son-in-law to whom you understood the watchman reported ?—A. Yes, sir ; the reason I say that they went to Queen street wharf is this : I did not see the same material there ; but I went there afterward and looked myself. I did not see anybody taking tally of the stuff in the yard, and I thought there should be a tally taken somewhere, so I went to Queen street wharf to see if they had the means of ascertaining the quantity taken. I looked all over the wharf and didn't see any scales, and the scales in the yard were broken up. I didn't know where they could get a tally. I saw some bar-iron on the Queen street wharf when I went there. I don't know whether it was the same bar-iron, but it was among the stuff which came from the yard.

Q. Did you inquire of anybody in the department of construction about it ?—A. No, sir.

Q. Did you give any notice to anybody to look after it ?—A. Nothing further than to the watchman, who stated that he had reported it to the proper person, the assistant to the captain of the yard.

Q. Did he communicate to you the reply ?—A. He did.

Q. What was its substance ?—A. I cannot remember what the reply was ; but it was as much as to tell him that he had nothing to do with it, and that it was not his business, or something of that sort. I knew it was not my business.

By Mr. JONES :

Q. What was the name of this watchman ?—A. Wilson.

Q. You don't know what department the bar-iron came from, and did not hear the watchman say ?—A. Yes ; it came from the construction.

Q. Do you know about how many tons there were on those two barges ?—A. No, sir ; I don't know exactly. They had all sorts of things in there ; some lying on top and some covered up. There were some of the pieces that were about six inches round bar-iron, big enough for heavy shafting, and it would not take many of those pieces to make a ton. I saw several of them there.

Q. Were you familiar with the stuff that was sold at auction in the yard from the different departments ?—A. Not all of it. I was not there the whole of the day, owing to sickness in my family. I didn't get there until the sale was completely over.

Q. Were you familiar with the barges that McKay had carrying away his own private stuff that he had purchased ; and also Reynolds ?—A. I saw any amount of barges there that were managed by them both ; and also by Mr. Rice ; and there was some there that were managed by the Government ; but I would not be able to recognize them again ten minutes afterward, unless I saw something particular that would attract my attention.

Q. Did you see any bars in any of those barges of Mr. McKay's or Mr. Reynolds's that you should suppose were not sold at auction for old material ?—A. Yes, sir ; it didn't look right to me that they would sell good bar-iron.

Q. Did you see anything except the bar-iron ?—A. Nothing but stuff of that sort such as angle-iron.

Q. Did you see any copper, brass, or composition ?—A. No, sir ; excepting what there might be in some pieces of machinery aboard the barge, such as a part of an engine. The journal-boxes are made of brass, you know.

Q. You did not see bolts, or sheet-copper, or zinc, or tin ?—A. No, sir.

Q. Was any of the material from the different departments removed from the yard by night and put aboard the barges ?—A. Yes, sir.

Q. Were these barges ever taken away from the yard at night-time, to your knowledge, and removed over to this wharf that you speak of, in Queen street ?—A. I don't know where the barges went. I presume they went to League Island. I have no knowledge of their going anywhere else, and, in fact, no knowledge, I think, at all. It was not in our department.

Q. Whenever they left the yard they went directly to League Island ?—A. Yes ; I presume so. I have no knowledge otherwise.

By Mr. MILLS :

Q. Is this Queen street wharf on the road from the old yard to League Island ?—A. No, sir ; it is this side of the navy-yard.

Q. When the boats or barges or scows left the navy-yard would you have any opportunity to have seen which way they went?—A. Yes; if I had been down there. I have seen some of them going to Queen street wharf, and some the other way.

Q. Was there a place called Greenwich Point down there?—A. Yes; I believe there is.

Q. Do you know anything about the stoppage of boats at that point?—A. I do not.

Q. Do you know anything about any false bottoms to any of the scows or boats?—A. Yes; all boats that are properly built have false bottoms in to keep the water from spoiling the cargo.

Q. Have you any knowledge or information, the sources of which information are available to this committee, about property being stored or bidden away in these false bottoms?—A. No, sir; nothing at all.

Q. Were you in the yard at night-time when property was being removed?—A. I was there on several occasions until about 6 or 7 o'clock. They knocked off work there about half past 4 o'clock, I think, in the winter. I was there an hour or two after the regular time of quitting.

Q. That would run you after dark at that season of the year?—A. Yes, sir; they were using lanterns.

Q. At that time was the loading of the private barges or scows of Mr. McKay going on?—A. I will not be positive as to that, but I am under the impression that McKay did not have any private barges there at that time. The time I am speaking of particularly is when they were removing the bar-copper and small-stores out of the construction store-house, at the upper end of the yard. I think that was about the only time I was in the yard when they were working at night removing stuff, and I don't think McKay had any private barges there at that time.

Q. Then you were there at no night upon which property purchased by McKay was removed, if it was removed at all, in his private barges?—A. No, sir.

Q. You spoke of Seyfert, McManus & Co. in connection with Mr. McKay. I will ask you if they were not all of them partners? Was not that the reputation?—A. It seems so. In the first place, it was before they commenced to remove our department, that I was put on a board of inquiry about some stuff that had been stolen from our department. As it was too heavy for any one to carry out on their shoulders or in their dinner-baskets, (the pieces weighing from 500 to 2,000 pounds,) we came to the conclusion that it went out on a wagon or wagons. We thought that Seyfert, McManus & Co., as they had been hauling out iron for some time, having been buying some old monitor-stuff long before I came there, that it was possible their wagons might have taken it, either in mistake, or that it had been stolen by their drivers. I went up to Seyfert & McManus, and asked them if they had ever had any such stuff delivered to them at any of their places. They said that they had not; at least, that they did not know of any, but would inquire. The next morning I went around there with a detective, not exactly liking the looks of things. I met Mr. McKay in there. That was the first time that I had the slightest idea that he knew Seyfert & McManus. I was talking to Mr. McManus about this stuff, not having said a word to McKay, and McKay said that if we commenced to investigate him, he would lay us out—I suppose meaning the whole board. That was the first intimation I had that he had anything to do with it. I did not know that he knew Seyfert & McManus, or that he had anything to do with any of the stuff that had been hauled out up to that time. Then I commenced to think that they were all in together. Afterward I had occasion to go up there once or twice, and I met Reynolds and McKay both there. From Mr. Reynolds's evidence, as he asked to be brought up before the board at that time, he admitted that in certain things they were joint partners—Seyfert, McManus, McKay, and I don't know who else.

Q. Did you discover the fact that they were partners in the property that was being removed from the yard at the time you missed this material which you were investigating about?—A. When Reynolds came up before the board, that was what I understood—that they were partners in that stuff—but I had no idea of it before that time. After that, from the way the sales went, although I don't know anything about it, it looked to me as though they were all partners. For instance: Seyfert or McManus would be down there, and they would instruct Mr. McKay or Reynolds, or whoever was buying, once in a while. I don't know what was said, but I saw them talking together about the sales, and evidently taking notes as to what the things sold for. Sometimes McKay would, and sometimes the others.

Q. It did not make any difference who was the purchaser, whether it was Reynolds, McKay Seyfert or McManus; they were all delivered at the warehouse of Seyfert & McManus?—A. I don't know whose warehouse was exactly, but I think it was Seyfert, McManus & Co. That warehouse down on the wharf, Reynolds called his.

Q. Was your attention ever called to a lot of ship-knees in the yard?—A. Yes, I took notice of them myself.

Q. Was your notice directed to them on the day of the auction, or about that time?—A. No, sir; I don't know that it was. If they were sold I didn't see it. If they were sold at all, it was the day that I was away part of the day.

Q. Then the day before or the day afterward, was your attention called to them so as to form judgment as to the number piled up there in the yard?—A. I never tried to figure up the number, but I think I could tell you. I should judge that in the original pile there

were four hundred or thereabouts. They were piled in a block hardly as wide as this room and I should say about fifteen feet high. The knees would average about seven inches thick.

Q. Was your attention directed to their quality?—A. They looked to me to be pretty good knees. They looked like old ones that had been laying out in the weather for some time, but they looked good. They looked dirty, of course. I don't know that I am much of a judge of ship-timber, but I have seen knees that I know were a good deal worse than these. They looked pretty fair, I thought.

Q. Do you know of any controversy with any of the officers of the yard?—A. As to the removal of the construction department, Captain Wells and McKay had a little difficulty. The contract was annulled after he had been working at it a day or two, and the captain ordered him to stop the removal, and he would not do it. At that he ordered the marines out and went around the yard to stop it.

Q. That was entirely in relation to the stoppage of work?—A. Yes, I think so.

Q. Do you know of any difficulty with any officer in regard to the improper removal of property?—A. He wanted some things taken apart, more in our department than we intended to take apart, and Mr. Newell and he had several set-to's about it; and I think the Chief Engineer Dungan and he had words once or twice. He also had words with a marine officer, Commodore Turner's son. I don't know exactly what all these things were about. He had words with almost every officer in the yard.

Q. That was all, however, as I understand you, in regard to the mode or manner of removal of the property under his contract. Did he ever have any difficulties under charges made by officers that he or his men were appropriating property unlawfully?—A. No, I do not know that he did.

Q. Do you know of any other instances than these which you have mentioned, of the unlawful or improper appropriation of property by Mr. McKay or any of his employes?—A. I know of an attempted appropriation apparently by Mr. Reynolds or the men under him. There was a lot of stuff belonging to yards and docks, and to the dry-dock—it was machinery for hauling a vessel off the dry-dock on to the ground. They had all these links in the barges, one day, hauling them away with stuff that had been purchased at auction. I notified the watchman, and he told the assistant civil engineer, who had them taken out of the boat again, but whether they were employes of McKay or not I don't know. They were all mixed up.

Q. Do you know of any other instances?—A. There was the Constitution's ballast. It was lying on the wharf. The watchmen knew what it was themselves. It had not been sold. They were blocks of iron about 15 inches long and 6 inches square. They were cast for ballast. They had a good part of them on the barge and the watchman made them pull it out again. I think that was Wilson, but I am not sure of that fact. We only had four or five watchmen down there altogether. We didn't have half enough. We could not watch everything. There were lots of things that were stolen down there, but who took them I don't know.

Q. How much property do you think was stolen or disappeared?—A. If you count out this bar-iron as not being stolen, I should suppose that the things that I have actual knowledge of would amount to a couple of thousand dollars, worth. I don't know how much of that bar-iron went. That would amount to considerable. I know that I saw several wagon-loads of it going down, and several wagou-loads in the hold. They were dumping it right along into the hold of this boat.

Q. You speak of that within your own knowledge?—A. Yes; I think I could figure up enough to make that of my own knowledge.

Q. That was stolen during the period of this removal?—A. Yes; before, at, and during the period of the removal. They were removing stuff from the yard at the time, but the actual moving of the yard had not commenced when part of it was stolen.

Q. To what department of the yard did this bar-iron belong?—A. The construction. I say that because I saw them rolling it out of a construction store-house.

Q. If sold, that fact ought to appear on the books of the construction department?—A. I should say so.

Q. Do you know of any gifts or presents made by Mr. McKay or Reynolds to any of the employes of the navy-yard?—A. Nothing only hearsay.

Q. Do you know since you have been connected with the service, of any one in the naval service having received any presents from any contractors in any shape, either for themselves or for their families?—A. No, sir; except as I say, by hearsay. I heard of a watch being presented, but I only got that information from the paper.

Q. Do you know of any contractor with the Government paying to anybody any fees or commissions in order to aid them in any way?—A. No, sir; I do not.

Q. Do you know of any advantage by loan or accommodation of any kind?—A. No; I do not.

By Mr. BURLEIGH:

Q. You say you had occasion to go once or twice to Seyfert & McManus's place after you first saw McKay there. What caused you to go there once or twice afterward?—A. It was all

in connection with things that had been lost from the yard. There was a second court of inquiry, in which Chief Engineer Newell, Captain Wells, and Mr. Stratton, the civil engineer at League Island, were the members appointed to find out about the stuff that had been taken to the Queen-street wharf, or some other place. They took me along with them to recognize the stuff, and I thought I was a member of the board, as they gave me orders to do this, that, and the other thing. We went down on the Queen-street wharf and looked around at the stuff, and they then wanted to go into the building that is inclosed. They asked permission of the clerk who had charge of it, and he said that he didn't allow any one in there unless they had a note from the parties having goods stored in there. They were then going to get a search-warrant to go in. I don't know much about such things, but I told them that they would make a mistake if they went in and didn't find anything and would get themselves in a fix. They sent me to Seyfert & McManus to see if I could not get Reynolds's permission to go through the building. Reynolds was not there. They, however, said they would ask him about it, and the next day Reynolds came down to the yard and told me he had written a letter and Seyfert & McManus had signed it, reporting me to the Secretary of the Navy, for interfering with their business. I went up there, I should say, about four or five times in all, from the second time when I first met McKay there. After I met McKay the second time, I went about three times, including the last time, of which I have just spoken in connection with the stuff that was lost.

Q. Speaking of the knees you say the original pile was about so large; what do you mean by that?—A. The pile increased afterward.

Q. What do you mean; was the original pile the one that was sold?—A. I presume so; I don't know what was sold, for the reason that I was not there at that particular time. There were, however, a lot of knees there that had never been used, which were sold. There was no paint on them, and they were not hewn down exactly to the right shape. They kept accumulating. That pile remained there, and was there when I left the yard to go to League Island. I passed it, I suppose, about half a dozen times after that, and took notice every time I passed it that there would be some extra knees lying around the pile—knees that had been used mostly, with paint on them. I don't know but what the pile is there yet.

Q. This was after the auction-sale that you noticed the pile to increase?—A. Yes, sir.

By Mr. HARRIS:

Q. Were not knees transported to League Island?—A. Yes, sir; we sent quite a lot down there on boats. I think the construction department removed the best part of those themselves.

Q. Did you understand these to be the remnant of all the knees of all kinds in the yard piled up there together?—A. No; I did not know anything about the square pile that was put there till after the sale, but I always imagined that they were knees selected at some time for something especial, being all right angles. I thought that they had been piled up there ready for use. The knees that were afterward put around the pile were old knees.

Q. Who was this auctioneer?—A. Mr. Cook.

Q. Did he sell all the material there?—A. I believe that he has always sold the material there. He was selling that day.

Q. Did he sell all the material on one day at auction?—A. No, sir; we used to have an auction about once a month. He always has been the auctioneer as long as I have been there.

Q. Where is Briscoe who was the boatswain at the yard at that time?—A. I think he is at the Norfolk navy-yard.

LEAGUE ISLAND NAVY-YARD,
Thursday, April 20, 1876.

JNO. B. HOOVER sworn and examined.

By the CHAIRMAN:

Question. State your position in the naval service.—Answer. I am assistant naval constructor.

Q. Where have you been on duty for the last two or three years?—A. I was only appointed last August as assistant naval constructor; since that time I have been on duty at the Philadelphia yard, at League Island.

Q. Prior to that time had you been in the employ of the Government at any point?—A. I was at the Washington yard.

Q. Were you in charge of the constructors' department during the removal of the yard at Philadelphia?—A. I was.

Q. State if during that removal you have any knowledge of any unlawful appropriation or removal of Government property.—A. I have none.

Q. Were or not frequent complaints made to you that such was being done?—A. No, sir; once or twice complaints were made that Reynolds was taking away our iron, but when

I went there I never could get it. We had some bolt-iron around belonging to the Constitution, which they were going to move, and I drove them away and would not let them take it. That is the only knowledge I have on the subject.

Q. Who designated the iron or other material that should be taken by Reynolds, or by McKay?—A. The bureaus from which they bought it, I suppose.

Q. Who was the individual who did that in your bureau?—A. Mr. Hartt did that. There was none bought that I know of; Mr. Reynolds, I believe, had orders from the Department to take all old iron not needed for immediate use.

Q. Who designated to Mr. Reynolds what iron he should take?—A. Mr. Hartt.

Q. Had you no part or lot in it?—A. I would stop him whenever he would go to take iron, and then Mr. Hartt would say it was all right and I would let him go on.

Q. In your opinion, was Mr. Reynolds taking iron that the Government could use?—A. I do not know how far the order extended. When I first came here he was taking iron which belonged to the Nebraska; then he went around to the blacksmith-shop, taking our scrap, and I stopped him, and Mr. Hartt told me that that was all right, that he had an order to take all iron that was not for immediate use.

Q. What did you understand the term, "immediate use" to extend to? Did you understand it to mean all that there was not an immediate necessity for?—A. That is the construction you might put on it.

Q. Did you put that construction on it before or after Hartt's instructions to you?—A. I did not feel that I had authority to let him take that new iron, unless I had some higher authority; I would not let him take anything unless I got orders from Hartt.

Q. After having your instructions from Mr. Hartt, state whether you or anybody went forward in the work of separating what the Government would require for immediate use, or not?—A. We had no immediate use for any of that old scrap-iron.

Q. Had you for any other iron?—A. We had no immediate use for the bar-iron in the turrets.

Q. Who was there to perform the office of stating what the Government required for immediate use, and what it did not require?—A. The blacksmith was there, in regard to the iron around the blacksmith-shop. When Mr. Reynolds was gathering up this iron he went around there and I would not let him have it. I told Mr. Stohl, the blacksmith, not to let him take it unless he got orders to that effect; I delegated him, in one sense of the word, to see that he did not take it.

Q. Did you go to Mr. Hartt, or did Mr. Stohl go to Mr. Hartt?—A. I did.

Q. Then did you go back to Stohl and report to him?—A. Yes, sir.

Q. Then, if the separation took place at all, Stohl did it?—A. Yes, sir.

Q. You refer to Philip Stohl, do you?—A. Yes, sir.

Q. Is he at present in the employ of the Government?—A. No, sir; he has not been here for some time; he is sick, I think.

Q. Who weighed the iron that was taken off by Mr. Reynolds, or any other party?—A. I do not know the name of the man who weighed it.

Q. Was it weighed at all?—A. Up to the time the scales were taken away it was all weighed.

Q. After the scales were taken away how was it?—A. I do not know anything about that.

Q. Do you know what became of the iron then?—A. I do not.

Q. Do you know by whom it was loaded?—A. No, sir; it was loaded on a canal-boat. Reynolds had a canal-boat there and loaded it on her after the scales were torn up.

Q. Was there any one appointed to number the loads or take notice of this removal by Mr. Reynolds?—A. Not to my knowledge.

Q. He was then permitted to take it at his will?—A. I understood that he was going to take it, and have it weighed by the sworn weigher.

Q. But, so far as you know, or saw, no one was appointed or designated, or attempted to perform the office of numbering the loads taken out, or take any notice of the quantity removed?—A. Not to my knowledge; I do not know what Mr. Hartt did about that matter.

Q. I understand you to say that you did not know anything about the unlawful appropriation or removal of any property from the yard?—A. I do not.

Q. Are you familiar with the contracts made with Mr. McKay?—A. I am familiar with one.

Q. Which one was that?—A. The one that he was stopped on.

Q. Were you upon a board to estimate his damages in that case?—A. Yes, sir.

Q. State how you reached your result.—A. It was only by approximation; I went by my judgment. Of course I was familiar with the piles of lumber that were in the yard, and when we got the order the only thing we could do was to approximate, as nearly as possible, what was removed.

Q. Did you then estimate the value of the labor performed according to your judgment?—A. We only gave about the approximation of what material we thought he removed—so much live-oak, so much white-oak plank, so much stage and deck plank, &c.

Q. You considered that, if he had made a contract for \$20,000 or \$21,000 to remove the material, that he had removed such a proportion under that contract for which proportion he should he paid?—A. Yes, sir.

Q. And you awarded damages in that view?—A. Yes, sir.

Q. You did not estimate the abstract value to the Government itself?—A. I only took the proportion of what he removed under that contract.

Q. You started out with the assumption, did you not, that he was entitled to the contract in the first place?—A. I thought he was; that is, so far as my knowledge extends.

Q. And in that way you measured his damages?—A. Yes, sir.

Q. In reference to that contract as originally made by Mr. McKay, considering the work to be performed do you think it was a fair contract or an excessive one?—A. I do not think it was much out of the way for the amount of material that had to be removed.

Q. Do you know whether a gentleman had proposed to do the same work for \$10,000?—A. No, sir; not until after the thing was stopped. I knew nothing about it.

Q. How long had McKay actually been at work when he was stopped?—A. I cannot say positively as to that, but I think it was two or three days. I think, probably, he worked two days before he was stopped. I had my own business to attend to. They were working 200 or 300 men on those two ships, and were hurrying us up, and I had those men to look after, and was consequently not paying a great deal of attention to him. I think, however, that he did work two days on that contract.

Q. And for that you allowed him how much money?—A. I did not allow him any money. I only allowed the proportion of what he removed.

By Mr. BURLEIGH:

Q. You allowed him half of his contract, did you not?—A. I think it ran in that neighborhood. He had a great many men and a great many teams there. I suppose he had 40 or 50 teams, and 300 or 400 men.

Q. You allowed him \$10,000, did you not?—A. I do not remember the exact amount. As I have said, I do not remember the number of days he had been at work; it might have been two, and it might have been three.

Q. Was there any such proof before your board when you reported?—A. The report of the board will show exactly the facts in the case.

Q. Do you know anything about the purchase of the Seaweed?—A. No, sir; nothing.

Q. Do you know anything about the use of the Burlington by the Government?—A. Only that she was chartered, and came over and hauled our stores down here.

Q. Since the removal of the stores from the navy-yard, state what amount of service the Burlington has performed for the Government?—A. She has performed no service, except running a few loads up to the Constitution, since.

Q. How many loads?—A. I forget whether it has been one or two.

Q. You completed the removal of the stores from the navy-yard about the 5th or 6th of January, did you not?—A. Yes, sir; then after we got the Constitution on the dock, she took a load down to her. She took a load down from the old navy-yard to League Island, some time in January.

Q. That was one load. Then you say that she hauled some timber up to Camden, to Wood & Dialogue's establishment—either one or two loads?—A. Yes, sir.

Q. Is that all the service that she has performed since about the 2d or 3d of January?—A. Yes, sir; I think so.

Q. Do you know what rate, per month, the Government is paying for the use of the Burlington?—A. One thousand dollars.

Q. You know the Burlington; what is her value?—A. I should judge in the neighborhood of about \$20,000.

Q. Are you able to state to the committee the additional cost of the Huron, the Alert, and the Ranger, after they came from the hands of the contractors?—A. No, sir; I have never seen them.

Q. Will the books of your office show that fact?—A. No, sir; that is in the constructor's office.

Q. Do you know anything about the quantity of locust timber that is on hand at this yard?—A. I could not say as to that.

Q. Is it a large quantity?—A. There is considerable locust on hand.

Q. Looking to the probable wants of the Government for the next three or four years, do you consider it in excess?—A. No, sir.

Q. What is that used for?—A. For bitts, staunchions, cleats, and various things about a ship.

Q. Do you say that it is not in excess of the probable wants of the Government at this yard for the next three or four years?—A. That depends altogether on how many vessels they build.

Q. Are you in condition to build any vessels at League Island?—A. Not at present; we could not build anything here just now, because we have no foundations in.

Q. Looking to the necessary preparation before you could undertake building, do you think it possible that you could make use of any timber in the next two or three years?—A. Not any, except in the way of repairs.

Q. Accepting that as a fact, then the quantity of locust that you have is in excess of any probable want on the part of the Government, is it not?—A. No; I do not think so. We

do not know how many vessels may come here that will want repairing, and, probably, that may use it all up. There is not such a large amount of locust on hand.

Q. Do you know of any abuse or fraud in the management of the navy-yard prior to its removal from Philadelphia, or at League Island since it has been established here?—A. I do not; you might in one sense of the word construe fraud in the way men are put in the yard.

Q. What do you mean by that?—A. Men are put in the yard through politicians, I think.

Q. Do you know the fact that men have been put in the yard who have been directed to be rated as skilled mechanics when they were not such in point of fact?—A. We have had some such men as that.

Q. By whose order was that done?—A. I do not know.

Q. Speaking within the last three months, have you not had upon this yard a number of inspectors of timber, saw-mills, iron, and various other things for whose employment there was no necessity?—A. There are such parties.

Q. Of what use are they to the Government?—A. The inspector of the iron takes charge and looks after the iron; that is about all the use he is.

Q. Have you not an inspector of saw-mills borne upon the rolls here?—A. We had.

Q. And you had no saw-mill here?—A. No, sir.

Q. When was he discharged?—A. I think last month.

By Mr. HARRIS:

Q. What duty did he do?—A. He did general duty around the yard; almost anything at all that came to hand.

By the CHAIRMAN:

Q. Were there any other gentlemen receiving inspector's pay who did duty about the yard?—A. I do not know of any at inspector's pay. There were only two that I know of, one the saw-mill inspector and one the inspector of iron.

By Mr. JONES:

Q. Have you not an assistant inspector of iron here?—A. Not that I know of.

By Mr. HARRIS:

Q. Could not one inspector of lumber or timber take an assistant from each yard in the United States which he was called upon to inspect, and inspect all the timber the United States requires to be inspected at the various yards; going from yard to yard?—A. I do not think he could.

By the CHAIRMAN:

Q. Since you have been connected with the yard, how many inspectors of timber, lumber, saw-mills, iron, &c., have been employed?—A. To the best of my knowledge, there has been one assistant timber-inspector, and I would not be positive, but I think he has a laboring man detailed with him. There has been, also, one inspector of iron, and one inspector of saw-mills.

Q. You are speaking, now, only of the construction department in designating these parties?—A. Yes, sir.

Q. Do you know any instance of the muster of men who did not perform any labor at the yard?—A. No, sir.

Q. In other words, men whose names were borne on the pay-rolls who actually did no duty?—A. No, sir; I make all the men who come under me do duty.

Q. Who was the timber-inspector who went up into the State of Delaware inspecting ships' knees?—A. I understood Mr. Keen went.

Q. Do you know whether his name was borne on the pay-roll during that period of time?—A. No, sir; I do not.

Q. Do you remember what time that was?—A. I do not.

By Mr. HARRIS:

Q. What would be the duty of a saw-mill-inspector; have you had a saw-mill?—A. That is not the term. It is "in charge of saw-mill."

Q. Is it not "inspector in charge of saw-mill"?—A. There is no "inspector" about it; it is simply "in charge of saw-mill;" that is the rate at which he was rated.

Q. Were there two men, one inspector of timber and one of saw-mills?—A. The "inspector of timber" is one person and the person "in charge of saw-mill" is another.

Q. There is an inspector of timber, and we understand his duties. Now there is a man also, is there not, "in charge of saw-mills"?—A. Yes, sir.

Q. Is he a foreman?—A. Yes, sir; the same as a quartermaster.

Q. You do not call him an inspector?—A. No, sir; he is rated "in charge of saw-mill."

Q. What pay does he get?—A. That I do not know.

Q. Then, whether the word "inspector" is used or not, he is the man having charge of the sawing work in the saw-mill?—A. Yes, sir; he would regulate what the sawyers should saw, and see that the timber was sawed properly. "Superintendent of saw-mills" would be the most proper term.

Q. You have such a man here but have no saw-mill?—A. There is no saw-mill here.

Q. For what purpose is that man used?—A. I have been using him around to help put things in order and stow things away.

Q. Upon such duty as you could use any intelligent man for?—A. Yes, sir.

Q. You could hire just as good men for a dollar and a half a day, could you not?—A. Yes, sir; that is, to do the same work that he is doing at present.

Q. Who is Mr. Clement Keen?—A. He is timber-inspector.

By Mr. BURLEIGH:

Q. What are the duties of inspector of iron?—A. To take charge of the iron, see that it is properly stowed, and issue it as it is required.

Q. Is he what you would call an iron-store clerk?—A. Yes, sir; something of that style; if anybody comes for iron it is his duty to see that none is taken without proper authority, and to see that a proper account is kept.

Q. Is there anything in that store-house except iron?—A. No, sir; that is, there was nothing but iron in it when it was situated at the old yard.

Q. When the iron was being removed should he not have attended to the removal of it?—A. Yes, sir; he was there.

Q. Did he attend to the removal of it?—A. Yes, sir.

Q. Is that same man in the yard on duty?—A. Yes, sir; his name is Middleton.

Q. Is all the iron which you have in the yard what this committee saw in the storehouse?—A. No, sir; it is placed around in sheds so as to be sheltered over.

Q. How long is it since you have used any iron here?—A. We are using iron now upon the old Constitution.

Q. Where is she being repaired?—A. At Wood & Dialogue's.

Q. How often do you get any iron for her?—A. I have sent up some once, I know, on the Burlington.

Q. Is that all?—A. Yes, sir.

Q. Is that all the duty this man has performed, looking after the amount of iron the Burlington has carried, since he has been on the island?—A. Yes, sir; he is detailed sorting the iron out and putting it in the racks.

By Mr. HARRIS:

Q. State whether the iron was not all sorted and sized and placed by itself in the old store-house.—A. Yes, sir.

Q. I notice that it is thrown around in all ways here?—A. We had no place at all when we moved down here to put that iron.

Q. Could you not have brought the separate sizes a little more by themselves so as to have had them laid on the ground according to their size?—A. Yes, sir; it might have been done.

Q. It has not been done to a very large extent. You have all the small iron thrown together promiscuously, have you not?—A. Yes, sir.

Q. Could not that have been prevented by good management?—A. Not the way it was handled; they had so many men here handling things that it gave you no chance.

By Mr. BURLEIGH:

Q. Have you a foreman blacksmith in the yard?—A. No, sir. I think he is sick; he has not been here for some time.

Q. Is he on the pay-roll?—A. No, sir.

Q. How long has he been sick?—A. I think probably a couple of months.

Q. He was not discharged before he was taken sick, was he?—A. No, sir.

Q. Is not the blacksmith really the inspector of the iron in regard to quality?—A. He also inspects.

Q. And the iron is particularly under his charge, is it not?—A. Yes, sir; to a certain extent.

Q. Does the foreman blacksmith have a clerk?—A. He has a writer, or had.

Q. The salary of writers is \$900 a year, is it not?—A. That is more than I can tell you. I am not posted in regard to the rates.

Q. Could not the blacksmith, being the judge of the iron as to its quality, easily and better attend, with the assistance of his clerk, to the delivery of that iron than any one else?—A. Yes, sir; as a general thing, the blacksmith goes and gets it.

Q. And it is under his charge?—A. Yes, sir; to a certain extent. The iron-store was convenient to the blacksmith-shop.

Q. Was the inspector of iron on the yard during working-hours?—A. Yes, sir; up at the old yard he was.

Q. Was the inspector of the saw-mill at the saw-mill all the time it was running?—A. Yes, sir.

Q. He was the foreman to carry on the work, was he not?—A. He merely regulated the men in the mill in the sawing of logs.

Q. Did he not have a foreman sawyer?—A. No, sir; not to my knowledge.

Q. Did the foreman or inspector in charge of saw-mills have a clerk or writer?—A. No, sir.

By Mr. JONES :

Q. Did I understand you to say that you drove Mr. Reynolds from taking iron?—A. I would not let him take it until I received orders from Mr. Hartt.

Q. Was it such iron as you would consider suitable for construction?—A. A great deal of it was not. It was a scrap-heap; it was old scrap-iron thrown out.

By Mr. BURLEIGH :

Q. What made you have any doubts about that?—A. Because I did not know whether it was justifiable.

Q. Did Reynolds not take iron that was suitable for construction department from the old yard?—A. Not to my knowledge.

Q. Do you know whether or not he removed all that he took by day?—A. He did.

Q. Did he move none by night?—A. No, sir.

Q. Not from the store-house to the barges?—A. No, sir; not to my knowledge, and I was there every night. Every night the men worked, I was there myself.

Q. Are you certain that he moved any iron from the store-shed down to the wharf?—A. He did not to my knowledge.

Q. Did you not have, at the old yard, a man in charge of your iron-store, aside from the inspector?—A. No, sir; I do not know but the one man.

Q. Was this inspector that you speak of in charge of the iron-store there to open it and shut it?—A. Yes, sir.

Q. Did he have an assistant at the old yard?—A. Not to my knowledge.

Q. Has not the Burlington had a captain and all of her crew ever since she has been chartered by the Government?—A. No, sir; not all the time.

Q. Have they not been paid by the Government?—A. Yes, sir; while they were on duty.

Q. What part of the time have they not been on duty?—A. I could not tell you accurately the number of days, but they have been off and on. I do not know when the first suspension occurred, but they only came on here lately to take this material up to the Constitution.

Q. Have not the captain, fireman, cook, and engineer been connected with her all the time?—A. The engineer and fireman have been connected with her principally all the time.

Q. Has not the Government furnished watchmen to take charge of her at the wharf all the time?—A. Yes, sir. We had ship-keepers on her. I think there have been three of them on her.

Q. Do you know whether the steam-engineering department has an iron inspector or not?—A. I do not.

Q. Do you know whether they had in the old yard?—A. No, sir.

By Mr. BURLEIGH :

Q. You say that the captain and others of the crew of the Burlington were taken off and then put on again to move that material up to the Constitution?—A. They were all taken off, and then we received orders to deliver the material to the Constitution. We commenced to load the Burlington on the 31st of March.

Q. You took one load up?—A. Yes, sir.

Q. Since that time have these people been on full pay?—A. Yes, sir.

Q. And done no work?—A. O, yes. They have been helping to load the boat, and getting the material out.

Q. Has the boat made a trip since that time?—A. No, sir. They are loading her now—at least they were loading her yesterday.

Q. Does the captain of the boat help load her?—A. He superintends his men—the fireman, deck-hands, &c.

By Mr. JONES :

Q. I understood you to say that the order was to take such iron as you did not want for immediate use in your department?—A. Yes, sir; I think the order read in that way.

By Mr. HARRIS :

Q. Who was to be the judge of that?—A. Mr. Hartt.

Q. Did he give the order that you were to deliver to Reynolds all that was not wanted for immediate use?—A. Yes, sir.

Q. That was all that he did about it, was it not?—A. Yes, sir.

Q. But who judged what was wanted for immediate use?—A. I do not know.

Q. They were taking large quantities of iron, were they not?—A. Not to my knowledge.

Q. Did they not take new iron—flat, bar, round, and half round, and angle-iron?—A. Not to my knowledge.

By the CHAIRMAN :

Q. If they did, how can you account for its getting away from the yard without your knowing it?—A. They did not. I do not think they got any round bar-iron or angle-iron.

By Mr. BURLEIGH :

Q. Have you been in the shed at Queen-street wharf?—A. No, sir.

By Mr. JONES:

Q. Do you not know that during the nights they were moving, iron teams were loading from the same shed or pile, both for the barge to League Island and the barge to Queen-street warehouse?—A. No, sir; and I was there every night. I do not see how it was possible for Reynolds to get it away.

By the CHAIRMAN:

Q. Looking to the mode and manner in which the material, stores, &c., belonging to the construction department were dumped on the wharves at League Island, would you say that proper care and diligence had been used on the part of those who were charged with the duty of delivering it here?—A. When we moved the yard you must recollect that we had no buildings except the iron-plating shop, which was not finished at that time; and we could not stow the goods in it. We could not better ourselves.

Q. You had to throw your goods upon the ground in disorder and confusion, did you not?—A. Yes, sir.

Q. And mix and mingle them all together hap-hazard. Was that the best that could be done?—A. We endeavored to keep the material apart as much as possible.

Q. Looking at it even at this day is it kept much apart?—A. We have no facilities to do otherwise at present.

Q. How long will it take you to lay it together in shape in a pile?—A. It might take us three or four weeks to get one of the piles out and find all the different parts.

By Mr. JONES:

Q. Has the inspector of iron had any man detailed to help him look after it since it has been moved down here?—A. We have had the laboring men gathering it up and sorting it.

Q. Do you refer to the amount which we have seen in the racks in your store-house as having been sorted?—A. Yes, sir.

Q. How many tons do you think there are there?—A. I have no idea.

Q. Are there fifty tons?—A. I should judge that there were.

By Mr. BURLEIGH:

Q. Is there ten tons?—A. Yes, sir; I think there is.

By Mr. JONES:

Q. How many men have been detailed to help this man in that work?—A. He has had four men, but not for the whole time. I suppose those four men have been working there from five to six weeks.

Q. And they have arranged and taken out, you say, about fifty tons?—A. Yes, sir; I should judge the amount was one in that neighborhood.

PHILADELPHIA, April 19, 1876.

RANDOLPH WOOD sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of Wood, Dialogue & Co.?—Answer. Yes, sir.

Q. State to what extent you have made contracts with the Navy Department and for what purposes.—A. We have not done very much; we had some contracts for boilers, and at the present time we have one contract for refitting the Constitution; those are the only contracts we have had.

Q. Had you a contract for repairing the Mayflower?—A. That was hardly a contract; the boat was sent there to have her boilers put in; we built the boilers, and she was then sent over to have them put in.

Q. Was it your firm that leased the Burlington?—A. We were connected with the Burlington; she was owned by a company which the firm controlled.

Q. You bought a dry-dock, did you not, or something of that kind?—A. Yes, sir; that was before I took any active interest in the firm.

Q. How much was given for that dock, or agreed to be given?—A. I cannot give you the exact figures; it was something over \$30,000, I think.

Q. Was it \$35,400?—A. I think that was the sum; that was done before I took any active interest in the firm; my brother-in-law, John, was the manager of the firm then.

Q. Has your firm ever paid for that dock?—A. I cannot say that we have finally paid for it; there is something still due the Government on account of it, I believe. I think there is \$5,000 or \$10,000 still due.

Q. Is the monthly rent of the Burlington passing to your credit on that account?—A. No, sir; it is not.

Q. No part of it?—A. No, sir.

Q. How long since was the purchase of the dock made?—A. I can only answer you that it has been over two years, but the exact time I cannot say.

By Mr. BURLEIGH:

Q. Did you give any security for the payment of the balance?—A. Nothing more than the general security that the Government has in the shape of a lien until it has been paid; we have been spending a great deal of money in rebuilding and getting it in shape.

Q. Did you give any security at the time you purchased it?—A. I do not know how that was; there was a payment made according to the requirements, I suppose, at the time, but I am not really conversant with the details of that transaction.

By the CHAIRMAN:

Q. Were you not to pay for it within thirty days?—A. As I have said, I am really not conversant with the facts; whatever might have been specified at the time, I suppose was complied with.

Q. Have you not been asking delay after delay in the payment of that debt?—A. I suppose that has been done.

Q. Has it not been over two years that the matter has been pending?—A. Yes, sir; but, as I say, it was done before I took any active part in the firm.

Q. In reference to the Mayflower, state if your bill for her repairs is not in excess of \$5,000?—A. It will be considerably more than that.

Q. What amount do you think it will be?—A. I should think, including everything, as she is to be fitted up for the cadet engineers, it will be about double that, or say \$10,000. That includes everything—the joiner-work as well as boiler-work.

Q. Is there any contract or agreement, in writing, of the department with your firm in regard to the extent of the repairs to be done upon the Mayflower?—A. Nothing more than that when she was sent we were instructed to have the boilers put in so that she could proceed under her own steam to any of the navy-yards; when we came to do that we found that we had to take out the beams that were in her; there are five or six of that class of boats; they were built at some two or three places; they are not of the same depth of hold; those boilers were designed from the drawings they had in the department, and when they came to be put in, she had not the same depth of hold that was mentioned in the department. That necessitated taking out the wooden beams and putting in iron beams in order to allow getting the boilers under the beams; that is one item which is going to make the bill somewhat larger than if the boilers had fitted as they ought to have been fitted; all we have in the way of authority is to proceed to put the boilers in; there was an order given, I believe, to suit the joiner-work to Commander Howitson's ideas as to the way in which he wanted the boat fitted up for the cadet engineering service.

Q. And it is only under such general instructions that you have been going forward and making the repairs upon that vessel?—A. Yes, sir; that is the way it has been done.

Q. No other writing has been made in relation to it?—A. No, sir; none that I think of now.

Q. You gave no security for the faithful and due performance of that work, did you?—A. No, sir.

Q. You have stated that you had a contract to repair the Constitution; that is done according to specifications, is it not?—A. Yes, sir; that is done according to specifications.

Q. Did you enter into any contract in regard to that, and give bond and security?—A. No, sir; I do not think there is any security given; in fact, I am positive of that.

Q. How is it in regard to your contract about the boilers?—A. There is no security there either; it is not a usual thing to give security, so far as I know. We ordinarily never do it.

Q. Your contract, as I understand it, for the making of the boilers was the first one you had with the Navy Department?—A. Yes, sir.

Q. State whether you had been an applicant for contracts to the Navy Department, or a bidder at any of their lettings for such contracts, prior to that time?—A. To my own personal knowledge we never were a bidder before for the Navy Department work; but, for some months, I had spoken to the Secretary once or twice, telling him that I had interested myself in these works; that they were large works, and if he had any work to give I thought he ought to give us some. That was in a general way, as I would speak to anybody—as I would have spoken to any other merchant.

Q. State if you went to Judge Stratton, in the city of Camden, and told him that you had been unsuccessful in your applications, and proposed to secure his aid and influence in any way?—A. I did go to Judge Stratton; I knew that he knew the Secretary very intimately, and he knew the nature of our works, which were then being completed, and which were capable of doing any kind of marine work. I told him that I had not time to be going to Washington looking after these things; that if at any time he could use any influence, by speaking a word to the Secretary or to anybody for me, I should be very much obliged to him. I think he did see Secretary Robeson once, or possibly twice, after that, in relation to getting us some work.

Q. Do you feel indebted to him for his influence in that direction?—A. I never did.

Q. Did you propose to him that you would compensate him for any influence that he might exercise?—A. That is a pretty straight question. I did say to him that if he put himself out in any way, or was out in traveling expenses, or anything of that kind, that I would compensate him for it.

Q. Did you name the price?—A. I never did.

Q. Have you ever paid him?—A. I never did; he never made any demand on me. The Secretary gave us these boilers to build, and he never said anything to me about it afterward, nor I to him.

Q. What induced you to make that proposition to him?—A. I suppose from the feeling that he was a Camden man, and ought to be interested in keeping Camden people employed, and from the fact that he knew the Secretary very well and intimately. We have always had the impression that they were very strong personal friends. I cannot think of any other reason just now; I suppose that was it. It was very natural, at all events.

Q. Did you know at that time that Judge Stratton was distributing money for political purposes for the Secretary?—A. No, sir, I did not; I heard about that after the election was over, but I did not know it at that time.

Q. Did you get that contract for repairing the boilers pending an election?—A. I am only speaking from memory, but I think there was an election shortly after that.

Q. Was it not in the fall of 1874?—A. Yes, sir; it must have been October or September, I think.

Q. Did you not state to Judge Stratton that you were giving employment to a number of men, and that a Government contract would enable you to employ a number of men?—A. I do not remember anything of the kind. I may have thrown out all the inducements I could as a man who wanted work, but I do not remember saying that.

Q. What is your impression about it?—A. I should say no, if a yes or no reply was demanded. I do not think I did, although I may have done so.

Q. Have you had any difficulty about your bills upon the Mayflower?—A. I cannot say that I have. One or two points arose on the first part of the bills. The engineer in charge said that he wanted the labor classed in two ways—as labor and machinists—whereas in making them up, they were put in one uniform price. There was also another question about putting the boilers aboard, as to whether our contract called for them delivered on board, or whether it was simply delivered alongside. There were also one or two little charges in the bill that the book-keeper put in for painting, &c., and as soon as my attention was called to it, I had it crossed off.

Q. I understand, then, from your statement that yours was not a complete proposition to furnish the boilers for so much money.—A. Our proposition was to build the boilers for so much a pound. The putting of them in the boat was a separate job of work. We very often build boilers which are put in somewhere else.

Q. How do I understand that the question of the division in charging the value of the labor of your employes came in?—A. That came in in the putting of them in and making the connection with the engines. That was after the boilers were accepted, tested, and completed. Then the boat came to have them put in. The first idea was that they would send them down to the navy-yard and have them put in there.

Q. Has your bill for the boilers been paid?—A. Yes, sir; that is, for the boilers themselves.

Q. Have you recently received any bill approved by the head of the Bureau of Construction for the repairs done on the Mayflower?—A. Yes, sir; for the joiner-work.

Q. Are your bills approved to date?—No, sir; I think they have been approved up to the 1st of April.

Q. Did they not fail to pass muster with the constructor—Mr. Hichborn?—A. I do not so understand it.

Q. Did he not propose to dock your bills \$1,000 or \$1,200?—A. No, sir. I do not understand that he did.

Q. Was he called on by the head of the bureau to go over there and inspect what you had done and determine its value?—A. I do not know about that. I think he was. We never had any communication like that.

Q. Was there any considerable delay, in your opinion, in the payment of that bill last approved?—A. Nothing more than I should have expected. The trouble, you might say, was this, if there was any: Mr. Hichborn was not here at the time the work was begun and progressed with. He has only been here in charge of the yard for a couple of months. The work has been going on for four or five months, or perhaps more than that—probably for six months. We never had any final plan presented to us in the case of the Mayflower.

Q. There could not have been very much of a plan, could there, to go by if it was dependent on the will of the officer who was to be in charge of her?—A. It has only been within the last month that Commander Howitson has specified what he wanted.

Q. During that period of time Mr. Hichborn has been here?—A. Yes, sir; once or twice.

Q. In case of a contract so made, the Government, to protect itself, must upon inspection see what the value of the labor is that has been done, must it not?—A. Yes, sir; but it is a difficult matter to get at, where you go and take hold of work that you have not had under your eye all the time. I do not pretend to be a practical machinist or ship-carpenter myself, although my partner, Mr. Dialogue, is.

Q. Is it not the fact that you have had a difficulty in having that bill adjusted, and that it has been sent back here once or twice for the approval of Mr. Hichborn, who failed to approve it, and ultimately your bill came from the bureau approved?—A. No, sir; that is not the fact at all, according to my knowledge.

Q. You say that it has been approved up to the 1st of April?—A. Yes, sir.

Q. Have you got the money upon that bill?—A. We have got vouchers; they have not been paid yet.

Q. Why not?—A. I suppose they have not had time. They were presented to the paymaster, and he sent them down there. Then, when the money is remitted to the paymaster, as I understand the agreement, he notifies and pays us.

Q. Are these the only bills of the Navy Department in your hands which are approved and unpaid?—A. Yes, sir.

Q. Have you no bills for your work done on the Constitution unpaid?—A. No, sir; we have never presented any bills for her at all.

Q. Have you ever paid any fee or commission to any one in connection with your contracts or agreements with the Navy Department, or any of its agents?—A. No, sir; never.

Q. Have you ever made any presents to any one connected with the naval service in any way?—A. No, sir.

Q. Do you know whether that has been done by any one?—A. No, sir; I do not know it.

Q. Have you any information upon that subject?—A. No, sir.

Q. Do you know whether any such gifts or presents have been made to any member of the family of persons connected with the naval service?—A. Not to my knowledge.

Q. When was the Mayflower brought to your yard?—A. About six months ago.

By Mr. JONES:

Q. Have you received any money in the shape of rent for the Burlington from the Government?—A. We have received five months' rent for her, at the rate of \$1,000 a month.

Q. Has the Government made any arrangements with you as to how long they propose to keep her?—A. No, sir; they agreed to pay that and to return her to us in as good condition as they received her.

Q. Has she not been lying a long time at League Island this winter doing nothing?—A. I do not know how that is. They can tell you better down there.

Q. Do you not know that to be the case?—A. I forget just when they did move the yard. She has not had a great deal to do since then.

Q. Is she doing anything excepting carrying timber to your place to repair the Constitution and the Mayflower?—A. I do not know about that.

Q. What kind of a steamer is she?—A. She is a large iron steamer, built for carrying freight.

Q. Did Constructor Hichborn and his assistant come over to your place since he has been stationed at your yard, to make a survey upon what work you have done on the Mayflower?—A. To my own personal knowledge they have not.

Q. Have you heard that they have been there?—A. I think Mr. Hichborn told me that he had.

Q. Has he been there more than once for that purpose?—A. I have seen him there but once. He was not there for that purpose as far I know.

Q. Do you not know that he has been over there twice to make an estimate, by order of the Department?—A. No, sir.

Q. Do you know the amount that he reported to the Department you had done upon that vessel?—A. I think he told me, although I do not recollect the amount. It was something less than the amount of our bills, and I think nearly \$1,000. He said to me in connection with it, "There is an allowance to be made for this from the fact that you have had nobody to tell you just what you had to do, and you have had to go along a little at a time as you could get your information."

Q. You made out your bill and sent it in?—A. Yes, sir; I sent it to him.

Q. You did not send it to the chief of the bureau?—A. No, sir.

Q. How much was this last bill?—A. It embraced all up to the time I named and was in the neighborhood of \$5,000.

Q. Was not that \$1,300 or \$1,400 more than he made the estimate as to the work which you had done on the Mayflower?—A. No, sir; I think there was less than \$1,000 difference between the estimate and the bill.

By the CHAIRMAN:

Q. With whom did you make the contract for the rent of the Burlington?—A. The charter is signed by Mr. Hanscom.

Q. Where did you meet Mr. Hanscom?—A. I do not know anywhere but in Washington, at his office there.

By Mr. HARRIS:

Q. What is the Burlington?—A. She is a large iron side-wheel steamer, built for carrying freight.

Q. Was she built for private or public use?—A. She was built for the Camden and Annapolis Railroad.

Q. Is she a double-ender?—A. Yes, she is a splendid big boat for just that purpose.

Q. She is not a boat that the Government ever owned, is she?—A. No, sir.

Q. What is her cost?—A. Such a boat as that would cost to build from \$50,000 to \$70,000.

Q. Is she new or old?—A. She had not done a year's running when we got hold of her. She was several years old, but I mean she had not had a year's use.

Q. What is her market-value?—A. If anybody wanted her right bad they would pay 60,000 and odd dollars for her.

Q. And if you wanted to sell her right bad you would sell her for how much? What would she bring in the market?—A. Without any use for her, of course, she would bring a low price. If you sold her simply for old iron she would not bring over \$10,000 or \$15,000, but if there was actual use for such a boat as that, anybody would pay \$50,000 for her and would be glad to get her at that price.

Q. She would not answer for a pleasure-boat, would she?—A. She could be fitted for it, but she is made for one large freight room underneath. I suppose she would make ten miles an hour in the river; she is made for a river boat; she would not do to run outside without some alteration.

By Mr. JONES:

Q. How much is your contract on the Constitution?—A. About \$40,000, I think.

Q. Is she completed?—A. No, sir; we have done but very little on her.

Q. You do not know of anything that this boat which you have leased to the Government is doing except to take that timber from League Island to your place, do you?—A. I do not.

PHILADELPHIA, April 19, 1876.

JOHN B. WOOD affirmed and examined.

By Mr. HARRIS:

Q. Who are the members of the firm of Wood, Dialogue & Co.?—A. It is now R. Wood & Dialogue. I was a member of the firm, but have withdrawn.

Q. Up to what time were you a member?—A. I was virtually a member, I suppose, up to February of this year. I never would take naval contracts. When the work got dull and they said they would have to take them, I said I would go out. I got out in February of this year.

Q. Is Mr. Wood, who is now in the firm, a relation of yours?—A. Yes, sir; he is a first cousin and a brother-in-law.

Q. Had that firm any naval contracts during the time that you were a member of it?—A. No, sir. They had some small work, but no regular naval contracts, because I never would go into them. They did a little work.

Q. When did they first get a considerable contract with the Navy Department?—A. They never had anything of any account. They had a lot of boilers once.

Q. How long ago?—A. I think it was about November a year ago. That was when Randolph Wood and I first began to pull apart.

Q. What were those boilers for?—A. I do not know that. I never would have anything to do with it in any way, form, or shape, and would not touch the thing.

Q. Why not?—A. Because I was a Friend, and I did not believe in making money out of the Government in manufacturing war material, and would not fight when they wanted to fight. I am an out-and-out Quaker, and objected to it on that account.

Q. And on that account wholly?—A. Yes; I would not have anything to do with it.

Q. Is not be a Friend, also?—A. No, he is not.

Q. And you carried your religious notions into your business?—A. Yes, sir.

Q. Are you familiar with the contracts which have been made since you left the firm?—A. I know nothing about them. I know Randolph tried to get the work, and generally got it at a mighty low figure. Dialogue was a democrat, and they did not like to give him much work, and between Dialogue being a democrat and I being a Quaker, we did mighty little work.

Q. Randolph seems, however, to have got naval contracts?—A. O, he has nothing of any account.

Q. What has he got, so far as you know?—A. He got those boilers and put them in a boat. That does not amount to anything.

Q. Is not the firm repairing some vessels for the United States?—A. Yes, sir; they are repairing the Constitution; that is, since I left.

Q. That is the old ship Constitution?—A. Yes, sir.

Q. Do you know whether any member of your firm has offered to pay any person compensation for obtaining contracts for them?—A. I know I have a claim in the Coast Survey that I have been fighting there for several years, which possibly I might get through if I would pay anybody anything, but I never would. I have been fighting it for five or six years.

Q. I mean to obtain contracts for Wood, Dialogue & Co.?—A. No, sir.

By Mr. JONES :

Q. Has anybody ever offered to pass that claim of which you speak ?—A. No, sir. I have permitted Dialogue to do work for the revenue marine, and we have done a good deal of work for them, mainly because our bills have generally been a good deal lower than anybody else.

By Mr. HARRIS :

Q. Have any commissions been paid by your firm for such work ?—A. No, sir.

Q. How have you obtained that sort of work ?—A. It has been all done by the lowest bidders.

Q. Have you put in bids ?—A. Yes ; they got the Constitution by being the lowest bidder. The trouble is that they work too low.

Q. Have you withdrawn your capital from the firm ?—A. I have not got anything to do with it in any way, shape, or form, and am entirely and completely out of the firm of Wood & Dialogue.

Q. Are you connected with them as a partner in any way in any iron business ?—A. No, sir ; nothing at all. We separated teetotally, divided up, and quit. But if you are going to investigate, I can save you a good deal of time in regard to the revenue marine. I know that that thing is managed as economically and as well as anything can be managed. I know they bring work to our place in preference.

Q. Who controls the revenue marine ?—A. It comes in under the Treasury Department. We have done a good deal of work for them, but it has always been by bidding low.

Q. Do you know Mr. E. G. Cattell ?—A. I do.

Q. Do you know whether your firm has obtained anything through him ?—A. So far as I know, they have not.

Q. Do you know whether he has received any pay from your firm for services rendered ?—A. I know that he has not. In my day he did not. I do not suppose that he ever has.

Q. Have Wood & Dialogue had material in the shape of iron, composition, or copper from the Government ?—A. No, sir ; I do not think you will find anything in that concern but what is as straight as a die.

PHILADELPHIA, April 19, 1876.

JOHN H. DIALOGUE sworn and examined.

By Mr. HARRIS :

Question. Are you a member of the firm of R. Wood & Dialogue ?—Answer. Yes, sir.

Q. How long since that firm was organized ?—A. In the early part of the year 1876. I think it was in February.

Q. What is the business of the firm ?—A. Iron ship-building and general machine-work.

Q. Have you any contracts with the United States Government ?—A. We have

Q. What are they ?—A. We have a contract for the Constitution of about \$40,000.

Q. What do you do with the Constitution ?—A. We simply perform the labor and complete the vessel.

Q. Wood and iron ?—A. The whole job with the exeception of the outfit, sails, and rigging.

Q. Has she been rebuilt from her keel up ?—A. Yes, sir.

Q. Is she a new vessel ?—A. Nearly. Some of the old frame is there, I suppose.

Q. Is she built on the old model ?—A. Yes, sir.

Q. Do you know how many times she has been rebuilt since her first launching ?—A. That I could not tell you. A good many times, however.

Q. How did you obtain that contract ?—A. We obtained that by sending a bid to the naval constructor, and he sent it to Washington.

Q. Were you invited to make a bid ?—A. Yes, sir ; by letter.

Q. Were other parties invited ?—A. Yes, sir.

Q. How many ?—A. That I could not say.

Q. Where were the bids opened ?—A. I handed my bid to Mr. Hieborn here in Philadelphia.

Q. Do you know what persons bid against you ?—A. I think there was a man named McKay who bid against us, although I would not be positive as to that.

Q. Was it Nat. McKay ?—A. Yes, I think so. John Linn, I think, put in a bid, either in his own name or somebody else's. He was making an estimate on the ship. Other parties up town did the same thing.

Q. You got it on the lowest bid ?—A. Our bid was \$20,000 below any one else. Ours was about \$40,000, and the next lowest was about \$60,000. The bids ran up as high as \$80,000.

Q. Is the vessel nearly completed now ?—A. No, sir ; we are working at her.

Q. Are you striving to finish her ?—A. Yes, sir ; but we have not got the material. They furnish the material and we simply do the labor.

Q. What material do you need ?—A. Lumber and everything else.

Q. Has not the Government got plenty of lumber here?—A. They have got plenty at League Island, but it is scattered round there, and everybody is discharged there, pretty much.

Q. Did you pay or promise to pay any consideration for that contract to any person?—A. No, sir; never.

Q. What other contracts have you?—A. We have no other contracts at all. We are doing some work on the Mayflower, but it is all by day's work, simply placing boilers in her.

Q. Did you build the boilers?—A. Yes, sir.

Q. By contract, or by day's work?—A. By contract.

Q. How much was the contract?—A. The six boilers we built came to in the neighborhood of \$40,000, I think.

Q. What is the Mayflower?—A. She is an iron tug, built to attend on the monitors.

Q. A tug to go with the monitor fleet?—Yes, sir; there were six of them built during the war or at the close of the war.

Q. And they required new boilers?—A. Yes, sir; this is the first time she has ever had new boilers since she was rebuilt.

Q. And you are doing repairs on the engine?—A. Yes, sir; general repairs. We are fitting her out for cadet purposes.

Q. How did you obtain that contract?—A. We got that over a year ago. Mr. Randolph Wood got that contract in Washington. He was there and telegraphed to me for a price for boilers, and before I could get an answer down to him he had taken the contract at a price fixed by himself.

Q. Sufficiently high to cover the estimate?—A. No, sir; he was three cents a pound lower than my telegram, and it was an unfortunate occurrence for us. We got through with it.

Q. Is that job completed?—A. The boilers were completed about four or five months ago, probably.

Q. Are they on board?—A. Two of them are on board.

Q. You are putting them in?—A. Yes, sir.

Q. Have you received any pay on the Constitution?—A. No, sir; not a cent.

Q. Have you received any on the Mayflower?—We have. We have received the pay for the boilers, but on the work of putting them in I cannot say how much we have received or whether we have received anything.

Q. Do you know E. G. Cattell?—A. Yes, sir; I have known him for twenty years.

Q. Did you ever have any business relations with him?—A. I have never had a cent's worth.

Q. Have you in any way paid him money, directly or indirectly, on account of any contract which you have had with the Government?—A. No, sir.

Q. And no commissions?—A. No commissions. I never spoke to the man once in my life. I do not speak to him on the street.

Q. Have you paid any officer of the Government or Navy Department any money?—A. No, sir.

Q. Or made any present, directly or indirectly, to them?—A. Never a present.

By Mr. BURLEIGH :

Q. Nor any sum of money to any party to influence contracts?—A. No, sir; we have never been able to get our money from the Government for what work we have done; that is, from the Navy.

Q. Have you from this work done for the Treasury Department?—A. Yes, sir; we never did any work for the Navy Department for the last fifteen or twenty years excepting those boilers.

By the CHAIRMAN :

Q. How long have you been in your present business?—A. I have been conducting the iron-ship building business for nearly twenty-five years now. It will be twenty-five years next March.

Q. Have you made any efforts since the present Secretary of the Navy took his position to secure any contracts with the Navy Department?—A. I have never had but one interview with Mr. Robeson since he has been Secretary, although I have known him for a great many years, in fact ever since he has been in Camden.

Q. Have you or your firm made any effort, directly or indirectly, to get any contracts?—A. Mr. Wood has repeatedly applied to him.

Q. Were you successful in any way?—A. This which I have described to you is about the only work which we ever got.

Q. That work, as I have understood your testimony, consisting in first the building of the boilers and second the repairing of the Mayflower, and third the Constitution?—A. Yes, sir.

Q. Is that all you have had?—A. Yes, sir.

Q. Now as to the contract for making the boilers, you say that was secured through Mr. Wood?—A. Yes, sir.

Q. How was the repairing of the Mayflower secured?—A. That was only the conse-

quence of the boilers being at our premises. Of course we would naturally get the placing of them in the vessel.

Q. Do you know of any contract, understanding, or agreement made by Mr. Wood, your partner, with Judge Stratton, of Camden?—A. No, sir; I do not know anything about that.

Q. Do not you know that he promised to pay a commission to Judge Stratton to use his influence?—A. If he did he has never told me. I could not say. I do not know anything about what my partner did. All I can safely say is that there never has been a commission paid, or else I would certainly have seen it on the books.

Q. Have you had any difficulty about your bills for the repairing of the Mayflower?—A. We have had one in this way: The Mayflower, since she has been at our works, has been in the hands of a number of constructors and engineers, and by reason of the changes of them, one man could not certify to what another man had done. But we could not have any trouble in the general results, because we keep a strict record and even keep the man's name and the duty that he has performed on board of a boat either a Government boat or any other ship, so that we can always refer and prove by the man himself the work that is performed on any ship.

Q. Do you not know as a matter of fact that the report made by Mr. Hieborn upon your agreement to repair the Mayflower has been that you were entitled to a good deal less than you were claiming?—A. I think that he did say it was \$1,000 or \$2,000 less, although I would not be sure of that. But I do not attribute that to anything but the changing in the constructors, because a boat lying at our place, as that boat has been, and the work being put off from day to day, and changes made in the construction, would make the bill bigger apparently than it should be, but the whole bill is less than \$10,000 for the putting in of those boilers.

Q. Have you not obtained your bills from the Department at Washington approved?—A. I think there is one of them approved; I cannot say certainly as to the other one. I did not go down to see about that at all. Mr. Wood attended to that matter. I attend to the mechanical department and do not look after the financial affairs in any way. They are in the hands of Mr. Wood.

Q. Were these boilers made prior to the dissolution of your firm of John B. Wood?—A. Yes, sir.

Q. He took no interest in it, did he?—A. No, sir; he did not have anything to do with it. He is an orthodox Quaker and has been opposed to the Navy work. He would not receive any profit, if any were coming.

By Mr. BURLEIGH:

Q. How much more does the heavy, large, plate-iron for armor-iron cost than the beam-iron for monitors?—A. It does not cost as much by the pound. You can get plating now for about two to three cents a pound, and you cannot get beams for less than $3\frac{1}{2}$ or 4 cents.

Q. Are you acquainted with the manufacturing of beam-iron?—A. Yes, sir.

Q. Are you acquainted with the manufacturing of bridge-iron?—A. Yes, sir; I have been in the iron business for upward of thirty years.

Q. Which is the most valuable for monitors, bridge or beam iron?—A. I should prefer the beam-iron for monitors.

Q. Have you ever made any ships' frames or ship-work?—A. We are constantly engaged in that business on iron vessels.

Q. What should you say of a contract two years ago to return one pound of new beam-iron for a monitor, or iron suitable to build a monitor, in exchange of three pounds of iron such as monitors are made of, such iron being what is technically called monitor scrap?—A. Monitor-scrap at that time was worth about \$32 to \$35 a ton; beam-iron was worth about 5 cents a pound, net. It would waste in re-rolling more than the gross.

Q. That is 240 pounds on 2,000 pounds?—A. Yes, sir.

Q. Was there at that time a combination among beam-iron makers?—A. Yes, sir.

Q. Did they or not make large profits?—A. I think they did.

Q. Would you consider it a good trade for the Government or for the contractor to give three pounds of old iron, and to receive one pound of new iron of such character as I have indicated in my previous question?—A. That would be a fair exchange.

Q. I do not refer to the combination prices. I mean outside of the combination?—A. It would be better for the contractor than it would be for the Government, because the plates are only worth $3\frac{1}{2}$ cents at the outside, net. Frame was worth about $3\frac{1}{2}$ then. The beams were then worth about five.

Q. What proportion of the vessel do the beams amount to in comparison with the frame, the ceiling, the armor, and all the other work?—A. The frame would weigh a little less than one-half of the whole vessel.

Q. How much would the armor weigh?—A. That would be an additional matter. It depends on the class of vessels. The armor on the light-draughts is only 3 inches, and on the sea-going vessels it is 7 or 8 inches, I think.

Q. Say 5 inches; what proportion of the whole weight would that be?—A. I should

suppose it would be like dividing it into three parts; the frame being about one-third, the plating another third, and the armor another third.

Q. Where do your beams come in?—A. They would be a part of the frame. The beams are riveted to the frame. The beams are a small percentage of the frame.

Q. To recapitulate, what are the proportions of iron entering into the building of a monitor? and in answering that question, state the value two years ago of each of those proportions.—A. The beams would be 10 per cent. They were then $5\frac{1}{2}$ cents a pound. The plate-iron 60 per cent., at $3\frac{1}{4}$ cents per pound; frame 25 per cent., at $3\frac{1}{2}$ cents per pound; forged iron 5 per cent., from 5 to 25 cents per pound.

Q. Receiving three pounds of monitor scrap-iron, such as comes out of the old monitors, for one pound of iron forged as above, would it not be a good trade for contractor?—A. It would be a good trade provided he had a monitor torn up.

Q. I mean if he had three pounds of iron in scrap delivered to him in the yard at Philadelphia?—A. I should think it would be best for the contractor.

Q. What would be the profit on a trade of that kind?—A. A half a cent a pound.

Q. Do you think that is a large profit?—A. I do not think it is a very large profit. We try to get 20 or 25 per cent. if we can.

Q. What is the scrap worth to-day?—A. Twenty-five dollars a ton.

Q. Is there as much ratio of fall in the price of new iron as there is in scrap?—A. I can buy new iron for $2\frac{3}{4}$ cents, plates; I can buy angles for 3 cents.

Q. Then the fall in new iron is more than it is in scrap?—A. I have not figured that up, but I think it is. I do not see how they can make new iron at the present rates.

Q. In the prices that you have given for this iron on the monitors, have you reckoned a profit?—A. There was a profit at that time on the making of the iron.

Q. Then the half a cent a pound is extra profit?—A. Yes, sir; I should suppose it would be.

Q. Then the Government paid $12\frac{1}{2}$ per cent. more for their work than they would have had to pay in money; is not that the result? Would not you at that time have taken a contract at that price, taking the chances of getting your bills paid?—A. Yes, sir.

By Mr. HARRIS:

Q. State whether you would say that the exchange of old iron for new at a profit of half a cent a pound to the contractor was a fair contract as between both parties. Would it have been such a contract as you would have made with other people?—A. No, sir. If I was working strictly and on strict business principles, I should not want to make quite so good a profit as that. There is no great margin, however, for the contractor. If it was a merchant job, I should say that it was a good thing for the contractor; but in working for the Government, if they are going to be very exacting in the quality of the plates, there is no great margin in it.

Q. And there is but 12 per cent. in it in any event?—A. That is all. We have taken the new iron at its cash price in the market and charged up the scrap at its cash price in the market. That scrap would have commanded \$32.50 in the market, cash, and the plates and other articles would have averaged 4 cents a pound in the market.

Q. So that, in your judgment, it would have been better for the Government to have sold its scrap at a fair market-value for cash and to have purchased material for cash?—A. Yes, sir.

Q. The Government would have saved 12 per cent. thereby?—A. Yes, sir.

PHILADELPHIA, April 20, 1876.

CLEMENT KEEN sworn and examined.

By the CHAIRMAN:

Q. What position have you held in connection with the naval service at the Philadelphia navy-yard or at this League Island yard?—A. I have been timber-inspector for three years. Previous to that I was quartermen joiner for about a year.

Q. Do you remember a lot of ship-knees sold at the Philadelphia navy-yard just prior to its closing?—A. Yes, sir.

Q. Do you know anything about the number that was in that lot?—A. I could not tell you the exact number, may be 400 or 500, perhaps more than that.

Q. Was there that number there on the day they were sold?—A. I could not tell you that; we were using up some of those knees, and they burned a great many last winter a year that were condemned.

Q. Was not that lot of knees a lot of condemned knees?—A. No, sir; they were the ones that had been picked out. There had been two piles of them assorted; there was a survey held on one lot and they were ordered to be burned and were burned, and those that were there were the selected ones out of them which had been piled up with the intention of being used as they might be wanted.

Q. It was that lot that was ordered to be sold, was it?—A. I presume so. They were

sold. I do not know anything about the orders. I was down here at the time they were sold. I have not been at the Philadelphia navy-yard except to report since the latter part of last summer.

Q. What should you say was the worth of that lot of knees lying there?—A. I could hardly put any value on them without I had made a regular inspection, because knees lying in that way after having been in the water, rot very soon. They had been taken out of the water for may be a year and a half or two years, and piled up there, and they were rotting rapidly after they were once exposed.

Q. I understand you to state, however, that they were selected because they were supposed to be of some value?—A. They were better than the ones condemned, but still the others had been condemned a year before that, and, of course, in a year they would rot considerably.

Q. Can you not give us an estimate approximating to their value?—A. I do not think I could form any correct opinion about it.

Q. Were they worth \$50?—A. Yes, sir; a great deal more than that, I should judge.

Q. Five hundred dollars?—A. I should judge they would be worth about that; I could not say positively, however. After they have been piled up there and exposed to wet and dry, after having come out of the water they rot very quickly. The knee in the woods will sap-rot in a year's time very badly in some places. I could not make any definite estimate as to the real value of the knees.

By Mr. BURLEIGH:

Q. Were they piled up there to rot?—A. No, sir: they had been taken out with the expectation of using them; we did use some of them. They stopped, however, on that little ship after they were got out. Work did not go on upon her until some time afterward, and was then given out by contract.

Q. You intended to use the knees in a vessel?—A. Yes, sir.

Q. Then you let them lay so long exposed that you thought they were decreasing in value and sold them?—A. I do not know anything about the selling, and do not know what they were sold for.

By the CHAIRMAN:

Q. You were not present on the day of sale?—A. No, sir; I did not know anything about their being sold until some three or four weeks afterward.

Q. How many ship's knees are there at League Island now?—A. I suppose about 1,200 or 1,400 or 1,500.

Q. Are they all new?—A. Yes, sir; pretty much all of them. Some few old knees came down from the upper yard.

Q. How many do you suppose?—A. I should judge there might have been 75 or 100 that came down from there which were old knees.

Q. You bought some 800 knees within the last twelve months from Bashor & Co.?—A. Yes, sir.

Q. And some 500 from Mr. Savage?—A. Mr. Savage has not furnished 500 yet.

Q. How many has he furnished?—A. In the neighborhood of 300 and over. I am inspecting some knees of his now. I do not know how many there will be. The first lot that he sent was 100. We took forty-seven out of the hundred. The next lot that he sent us was 132, and we took 101. This lot which is now here has some 200-odd in it, and they are very excellent knees, and in fact they are better than we have ever had from him.

Q. Am I correct in stating 800 as the number received from Bashor & Co.?—A. It might run over 800. I could not tell you exactly, unless I had my book with me. It is in that neighborhood. It may be more and may be less.

Q. When were they delivered at this yard?—A. At different times during the last year.

Q. Where did you inspect them?—A. Sometimes on board the vessels and sometimes on the lighters or rafts. If we happen to have an opportunity to get them on the raft we inspect them. Sometimes we inspect them on board the vessel.

Q. Who inspected them up in Delaware?—A. I went down in Delaware. I did not inspect any there.

Q. For what purpose did you go there?—A. They sent an order here for me to go down there to look at the knees and say which I thought would pass inspection after they came to the yard, and which would not. I saw three different lots of knees down there.

Q. How long were you there?—A. I was gone the first time two days. The second time I was not gone but a day and a half, going one day and coming back the next day.

Q. Were those two trips the only trips you made?—A. Yes, sir.

Q. Who paid your expenses?—A. Mr. Grant.

Q. Did he pay you anything beyond your expenses?—A. No, sir.

Q. Did anybody else on that account?—A. No, sir; nobody ever paid me a dollar for either trip.

Q. That was Mr. Orvil Grant, was it not?—A. Yes, sir.

Q. Did he pay you a given sum of money to cover your expenses?—A. No, sir; he paid all the expenses himself and all my incidental expenses. I do not think it cost me a fip-penny-bit while I was away.

Q. Were you permitted to go by any order of the commandant?—A. Yes, sir; I had an order from Mr. Hartt to go. All my orders emanated from him, and he receives them from the commandant.

Q. Did you ever go out to inspect any ships' keels for anybody else?—A. No, sir.

Q. Did you ever go to the woods to inspect timber of any kind for anybody?—A. No, sir. I never did.

Q. After having inspected a lot of timber or lumber, do you remember any instance in which the same timber or lumber has afterward been received under orders either from the bureau or from the constructor at this place?—A. I do not know of any.

Q. Was none taken after you had rejected it?—A. No, sir.

Q. A large lot of lumber was delivered during the present fiscal year by Mr. S. P. Brown, of Washington, to this yard, was there not?—A. Yes, sir; a considerable amount of white-oak plank and heavy white-oak timber.

Q. A large quantity of timber has been delivered by Mr. George T. Wallace, of Norfolk, has there not?—A. Some yellow-pine timber came in from him, but I think in no great amount, say in the neighborhood of 15,000 or 20,000 cubic feet.

Q. Also by Loud, Hatch & Co., of Baltimore?—A. They furnished some square white-oak timber.

Q. And by Gaskell & Son?—A. They furnished a lot of white-pine lumber.

Q. And by Mr. Bigler?—A. Mr. Bigler furnished a small lot of 3-inch stage-plank; that is about all he furnished. He has not furnished anything else that I know of at this yard for some time.

Q. Did you reject any of the timber proffered by those parties?—A. Yes, sir.

Q. What became of that timber which you rejected?—A. Some of it was left here and a rejection made in it on account of its rejection. Where we could use any of it we would throw off in the length and breadth. If we could use it we kept it; none of it was taken away by Mr. Bigler. There was considerable left over by the large ship-house.

Q. Under the regulations of the Department, if timber or other material received at the yard under an agreement or contract fails to pass inspection, must it not be removed within a given space of time?—A. It must be removed, or a certificate given that there is no claim for it, if it is left here after the bills are made. We never consider a man entitled to take anything from the yard after the bills are made. I do not make a bill unless the party gives me a writing or makes an agreement that he does not want to take it away.

Q. In the cases of the parties named, did they remove the timber, or give you the certificate to which you have referred?—A. Yes, sir; we always had some writing to show that they did not want the timber.

Q. Please produce to the committee those certificates.—A. They are at my office; I will get them for you. Now, when I speak of their not taking the timber away, very frequently they would leave rejected timber here and say, "We do not want it; we won't take it." That would be taken without a writing. Other men would give a writing; I never paid much attention to it, just throwing it in the drawer. I simply wanted to know that they did not want it; that was all we cared about it. Sometimes they took it away. Mr. Gaskell frequently took some timber. Mr. Brown had several sticks of timber condemned, which he took away. In fact, I think Mr. Brown has a small amount of timber here which he has not been paid for yet. He has not come for the bill. When we had a running account that way we let it all run until the timber was furnished, and then we made bills.

Q. In Brown's case, do you not remember that the bill was made out and then sent back from the bureau to be corrected in its classification?—A. No, sir; I do not remember of any bill coming back. That would not come to me, but to the constructor.

Q. The classification comes to you in the first instance?—A. Yes, sir.

Q. You report it?—A. I report what the timber is, such as white oak, white-oak plank, white-oak plank stock, white-oak crooked timber, or whatever kind it may be.

Q. Would you report, for instance, lake or sea-coast timber?—A. Yes, sir.

Q. Upon your report it is determined whether it is one or the other kind?—A. Yes, sir.

Q. Do you not remember that you were called upon to change the classification that you had made in the case of Mr. Brown?—A. No, sir; I never made any change in regard to the classification of timber; I always made my returns out just what it was.

Q. Have you any memorandum to which you can turn to see what quantity you reported in Mr. Brown's bills of lake-timber?—A. I would only have to refer to the constructor's books.

Q. Do you keep no memorandum yourself?—A. Yes, sir; I keep my own memorandum. Every bill that I make, of course, comes from my books.

Q. Can you turn to your books and say how, in the case of Mr. Brown, you classified the amount of lake-timber furnished by him?—A. Yes, sir; I can get that from the constructor's books.

Q. Can you not get it from your own books?—A. I would have to go over my little memorandum to find that; each single case is put down in my book with a statement showing from whom I received it.

(Witness is directed to produce to the committee, at the earliest possible date, the memorandum referred to.)

By Mr. BURLEIGH:

Q. When you receive timber you survey it, do you not?—A. Yes, sir.

Q. And you mark it with the number of feet that you allow?—A. Yes, sir.

Q. You then have a book of record of that stick of timber?—A. Yes, sir.

Q. That is kept for the use of the yard?—A. No, sir; we used to do that.

Q. Do you not do it now?—A. No, sir; the return is now made on a paper and goes to the constructor's office.

Q. Do you make it out for the different lots and send it to the constructor's office?—A. Yes, sir; that is the order we receive.

Q. Is that made out in your own handwriting?—A. Yes, sir.

By the CHAIRMAN:

Q. Was the lumber furnished by Brown furnished upon what are called cash contracts or lettings, or was it furnished by open purchase from the bureau?—A. On the schedule of last year there was, I think, 60,000 cubic feet of white-oak timber.

Q. Do you mean that for an answer to my question?—A. Yes, sir; that was on the schedule of last year.

Q. Did he become a contractor under that?—A. I do not know about that; I say there was 60,000 feet on the schedule.

Q. Do you not know that it was furnished under an order from the bureau?—A. I judge so, the same as all others. I do not know anything to the contrary.

Q. You say the same as all others; do you draw a distinction?—A. All my orders to receive timber come from the constructor. The constructor says to me, "You will receive such and such timber from S. P. Brown, or Hatch, Loud & Co., or Gaskell," or whoever the party may be; I never have the orders in my possession.

Q. Then you mean to say that you do not know what the nature or the terms of the contract or agreement is that may be made with any one?—A. No, sir; I simply get the order from the constructor.

Q. Are Mr. Grant or Basher & Co. regular dealers in ship's knees?—A. I do not know that they are; I do not suppose they are; they never furnished any knees here before.

Q. Did I understand you to say that you did not know whether bills in favor of Mr. S. P. Brown had been approved or not?—A. I do not know that.

Q. Who has assisted you in your duties as timber-inspector?—A. A man named James Miller has assisted me partially down here; he measured considerable of Mr. Brown's timber down here.

Q. Is he a competent person or not?—A. That is hardly a fair question to ask me as to my judgment of a man's ability.

Q. If we cannot inquire of you we cannot inquire of anybody; we are charged with the duty of getting such information, and desire you to answer the question.—A. I might be passing my judgment upon somebody of whom I have not had the knowledge which I probably ought to have; he always did the work correctly, as I instructed him, and always seemed to be willing to do his duty; I could not find any fault with him.

By Mr. BURLEIGH:

Q. Why should you have hesitated then in answering the question?—A. It is placing me in a bad position to say that a man is either competent or not competent to fill a position; I might think that he was not, and others might think that he was more competent than I.

By the CHAIRMAN:

Q. Give your own judgment in relation to that matter.—A. He is not a regular ship-carpenter, or a regular ship-joiner, but he says he has been connected with timber before he came here.

Q. From what point did he come?—A. That I do not really know; he told me that he used to live in the old district of Southwark; that is all I know of him.

Q. Do you know at whose instance or request he was appointed?—A. I do not know that I do. I might have heard who had him appointed, but I do not now recollect; it appears to me that he has told me who appointed him.

Q. Did you recommend him?—A. No, sir.

Q. Do you know whether the present constructor, Mr. Hartt, did?—A. I do not know anything about whether Mr. Hartt did or not, but I do not think Mr. Hichborn did.

Q. Is he on duty with you now?—A. No, sir.

Q. When was he discharged?—A. I think some three weeks ago. He was on for a week or ten days, and then was off again. When the men were laid off he was laid off, and he was then put on work, I think, perhaps, for two weeks, and was laid off again.

Q. He is suspended instead of being discharged?—A. Yes, sir.

Q. Do you know of any person in the service who, at any time, has received any money or gift or present or anything of value from anybody?—A. I have received some little presents myself, but not of any value.

Q. From whom were they received?—A. I received a couple of barrels of oysters from one gentleman; Mr. Stebbins was the party. At least I judge they were from him, although I am not sure.

Q. Of what firm was he?—A. I think he is of Bashor & Co.

Q. Have you received any other presents from anybody else?—A. No, sir.

Q. Did you ever receive any compensation from any contractor for what they call extra work, or work out of time?—A. I have done overwork at different times; I never received any compensation from them for it, however.

Q. Have you received any compensation either from Mr. White, of Norfolk, Mr. Brown, of Washington, or Mr. Wallace, of Norfolk?—A. Mr. White never sent me anything, nor Mr. Wallace, that I know of. I do not recollect their ever giving me a dollar.

Q. Do you remember having received any compensation from a firm named McCulloch & Co., through Mr. Nealie, one of the partners?—A. No, sir; I never received a dollar from either of those gentlemen.

Q. Where were you on duty during the removal of the property from the navy-yard?—A. At League Island.

Q. State if at that time you saw any wrong or fraud perpetrated by anybody in connection with the removal of that property.—A. No, sir; I never saw anything of that kind to my knowledge.

Q. Do you know of any instance in which property has been unlawfully removed, stolen, or appropriated by anybody, which property belonged to the Government of the United States?—A. No, sir.

By Mr. HARRIS :

Q. Do you know E. G. Cattell?—A. Yes, sir.

Q. Have you had any dealings with him or his firm?—A. No, sir, never; that is, not since I have been in the navy-yard; I had some years ago. It has been ten years since I have had any dealings with that firm.

Q. Have you in any way paid them money?—A. No, sir.

Q. Who furnished the lumber in fixing the partitions in this small old ship-house which has been cut down?—A. That was furnished, I think, by the construction department.

Q. Who did they buy it of? I mean the pine boards, &c., of which the partitions are made.—A. I do not know who furnished those, nor can I tell you who furnished the siding of the ship-house. I think it was furnished by Mr. McKay, although I do not know that. I suppose it was. I do not know whether those boards were taken from our department or not.

Q. You do not know who the contractor was who furnished it to the Government?—A. I do not.

Q. Did I not understand you to say that you did take some timber which had been rejected and made an allowance for what it was worth by making a deduction in the quantity?—A. Yes, sir; sometimes a stick five or six feet from the end might have a bad rot in it—a limb-rot, for instance, where the limb has been broken off before the tree has been cut. We generally bore a foot below that rot, and if we find the stick sound, we mark it with a cross to be cut off at that point, and throw off the other end of the stick.

Q. What kind of timber is that?—A. White oak-timber, as a general rule.

Q. Do you know of whom the Seaweed was bought?—A. I do not. I heard that she was bought of Gaskell & Co., but I do not know.

Q. Do you know what the Government paid for her?—A. I do not.

Q. Do you know who Mr. Gaskell bought her of?—A. No, sir; she changed hands several times in Philadelphia, and I do not know who got her after Mr. Schenck sold her. She was built by Schenck, the patent-medicine man.

PHILADELPHIA, April 21, 1876.

CLEMENT KEEN recalled and examined.

By the CHAIRMAN :

Question. Have you been able to find the original memorandum-books referred to in your examination of yesterday at League Island?—Answer. I have found some of them.

Q. Have you been able to find them all?—A. No, sir.

PHILADELPHIA, April 12, 1876.

JOSEPH B. MUCH sworn and examined.

By the CHAIRMAN :

Question. Were you at any time connected with the navy-yard at this place?—Answer. I was.

Q. In what capacity?—A. I was on the laborers' roll at one time. I was also on the firemen's roll in the yard.

Q. During what years?—A. In 1874 and 1875. Previous to that, in 1871 and 1872, I was engaged on the borers' and fasteners' rolls.

Q. Were you discharged for any reason?—A. None, except my own fault—being absent at the time the others were discharged. There was a want of funds to carry on the work.

Q. At whose instance and upon whose recommendation did you secure your position again in the yard?—A. Through Mr. Hartt, naval constructor.

Q. What duties did you perform in 1875, particularly during the removal of property from the yard?—A. In a part of January I was detailed to weigh iron, and the other part of the time I was working around in the yard with the other men, helping to secure the docks and things like that.

Q. If you saw any irregularity, impropriety, or fraud in connection with the removal of the property during the time it was being removed, state it to the committee.—A. I saw none that I know of.

Q. Was it all removed regularly and properly? I mean in such a manner as to protect the United States Government?—A. I do not know that I had any facilities for finding that out.

Q. Could you not see?—A. Yes, sir; they removed it on scows and those things like that.

Q. Did you observe any unlawful appropriation of property by any one?—A. No, sir.

Q. Or any effort to conceal or make way with it?—A. No, sir.

Q. Was any property taken from the yard without being weighed?—A. Not that I had anything to do with. Everything like that that went out through me was weighed in the scales, and I made a report every morning to Mr. Hartt's office.

Q. At what time was it that the scales were removed away or destroyed?—A. That I do not know. It was in 1876.

Q. Had all the property been removed then?—A. No, sir, not all of it. I had nothing else to do in anything like that, before. I was firing the marine boiler.

Q. I understand you, then, to say that you saw or knew of no impropriety, irregularity, or fraud in connection with the removal of the property?—A. I heard a great deal about what some of the men said. They were navy-yard rumors as to things being broken in handling; but in fact I know nothing about it.

Q. You saw nothing of this yourself?—A. No, sir.

Q. And you had no information the source of which is available to this committee as to such matters?—A. No, sir.

Q. Do you know of any one connected with the service receiving presents from any one—I mean do you know it directly or indirectly?—A. I do not.

Q. Do you know of gifts of merchandise, rewards, or any other thing of value being given to such persons?—A. No, sir; that is, I do not know it of my certain knowledge.

Q. Have you any information upon that point?—A. No, sir; in this navy-yard as in all other Government places you can hear almost anything, but as to knowing anything positively, I did not.

Q. Was any of that property removed in the night-time?—A. I think it was, although I do not know certainly. They used to work at night, but we very seldom did.

Q. During the removal of the property at night, as a matter of fact, were not the Navy officials and employes away from the yard?—A. No, sir.

Q. Who remained there?—A. I saw Mr. Hartt there. I have also seen the assistant and the boatswain.

Q. Who was that boatswain?—A. Mr. Briscoe. I saw, also, other officers of the yard termed bosses, and such men as that.

Q. Were they superintending and overlooking the removal of the property?—A. It looked to me as if they were attending to the interests of the United States Government—seeing that the things were properly stored, &c.

Q. Do you know of any property belonging to the Government at any time that is now in the possession or custody of any private party outside of the yard?—A. I do not.

Q. Are you at the present time employed in the yard?—A. No, sir; I am in the employ of a private, outside firm. I am on board the steamer Edwin Forrest.

By Mr. BURLEIGH:

Q. Have you a brother or other relative who is an officer of the Government?—A. I have a father who is a naval constructor.

Q. Is he of the same rank as Mr. Hartt?—A. Yes, sir; he holds a similar position.

Q. You say you left the yard at 5 o'clock?—A. Yes, sir, sometimes; and sometimes it would be a little later. Sometimes we would be down at the lower yard and would not get up until half past 5 or 6 o'clock, but 5 o'clock was about the average time.

Q. Did you say that you were not there when they were working at night?—A. Part of the time I was and part of the time I was not; sometimes I would be late, other times we would not.

Q. How late?—A. Sometimes it would be 5, half past 5, 6, 7, and so on up to 10 o'clock.

Q. How many nights were you there up to 10 o'clock?—A. After cold weather set in we used to stand a watch, night and night about, aboard the boat.

Q. But your watch was not where they were taking away the iron?—A. No, sir; when I weighed the iron and such stuff as that I left the yard at 5 o'clock like the other men did.

Q. Then you did not know anything about what they were doing at night?—A. No, sir; I did not have anything to do with iron after the order to sell the yard was issued.

Q. What time was that?—A. The time I spoke of in relation to having anything to do with the weighing of iron was in 1874.

Q. It was not, then, at the time McKay was there?—A. No, sir; I had nothing to do with any weighing of iron in 1875, except in January and April. That was before they commenced tearing down the buildings at the yard. At that time Mr. McKay had nothing at all to do with the affair.

By the CHAIRMAN :

Q. Do you know of any false mustering?—A. I do not.

Q. Do you know of any men being borne on the rolls and not answering, and not being in the yard, or who having answered would disappear from the yard and perform no labor, but at the same time draw pay?—A. No, sir.

Q. Do you know anything about unnecessary employment of a class of persons called writers?—A. No, sir; all the writers that I saw employed seemed to have a duty to perform. They seemed to be doing something.

PHILADELPHIA, April 11, 1876,

AARON J. HACKETT sworn and examined.

By the CHAIRMAN :

Question. Were you ever connected with the navy-yard in this city?—Answer. Yes, sir.

Q. What position did you hold?—A. I held a receiver's position in the construction department at one time.

Q. Receiver of what species of goods?—A. All that came there outside of timber. There was a timber-inspector who received that. I received hardware and such stuff as that.

Q. During what time was that?—A. It was from 1862 to 1870.

Q. Have you had any connection with the yard since 1870?—A. Yes, sir; I was out at least a year between 1870 and 1871. I was discharged and re-instated in the yards and docks department. I was then ordered to League Island.

Q. Have you since your re-instatement been on duty at the Philadelphia yard?—A. I was detailed from League Island up to the Philadelphia navy-yard during the removal of the material there.

Q. In your letter of appointment you were attached to the Bureau of Yards and Docks, as I understand you?—A. Yes, sir; I acted there as receiver, but I was on the roll as special laborer, the bureau not allowing a receiver.

Q. What were your wages?—A. Three dollars a day.

Q. For what reason were you discharged in 1870?—A. A party in Camden beat me out of the situation; he had more influence than I had. Mr. Robeson is from New Jersey. There were two of us there and one had to go.

Q. State whether, during the time you were superintending the removal of the property from the navy-yard, you saw anything that was wrong or improper or fraudulent in the management or disposition of the property?—A. No, sir, I did not. The only goods that I had to remove were yards and docks material, which I took account of myself. They were moved by Government men, and not by contractors.

Q. Your attention was not called to the contractors in any way, nor to their mode or manner of removing property?—A. No, sir.

Q. At League Island did you see anything improper in the delivery of property?—A. No, sir, except that some of the goods came down in a bad condition. The hoops would be off some of the buckets, may be, or something of that kind.

Q. What did that result from; was it carelessness or neglect?—A. I suppose it was on account of the buckets not having any water in them for a long time.

Q. Was any transportation of that property done at night-time?—A. Not to my knowledge. They quit there at 4 o'clock. The contractor's men, however, worked later. They worked ten hours, and the Government men only worked eight hours.

Q. Have you any information of any improper or illegal or fraudulent removal or disposition of Government property?—A. No, sir.

Q. Do you know of any officer or employé of the United States receiving any presents or gifts from contractors or those dealing with the Government?—A. No, sir, I do not.

Q. Do you know of any advantage being given or taken by any contractor or dealer with the Government in any way?—A. No, sir.

Q. Do you know of any gifts or presents being made to the members of the families of any officer or employé of the yard?—A. I do not.

Q. In short you have no knowledge or information of any abuse or fraud in connection with the naval service?—A. No, sir.

Q. Or any information in regard to that?—A. No, sir.

PHILADELPHIA, April 19, 1876.

AMOS J. PALMER sworn and examined.

By the CHAIRMAN :

Question. Were you ever connected with the Philadelphia navy-yard?—Answer. Yes, sir; as foreman-painter in the construction department.

Q. What time was the material in your shop transferred to League Island?—A. They commenced to tear down the upper end of the place I was in. That was the first intimation I had of it. I had heard it spoken of, but I did not know that they were going to commence so soon. I asked for quarters over at the joiners' shop, but found that they were going to tear that down, and therefore located in a stable and moved everything over there.

Q. What did your stock consist of at that time?—A. I had white-lead, oil, paint-brushes, jacks, cans, pots, &c.

Q. When you moved where did you move them to?—A. The last order I received was from the captain direct; he came to me and stated I would have to get out as soon as I was notified. I had all the articles of my department packed up and marked, and saw them put on board, and they were safely delivered as far as I know. I sent them down on three or four trucks.

Q. Was there any destruction of property?—A. No, sir; all my materials were packed very nicely.

Q. Did you notice any destruction of other property?—A. No, sir; I was kept too busy preparing my own material for transportation, &c. I marked other material, assisted by a couple of my men.

Q. When your goods were taken to League Island, did you have a suitable place to put them in?—A. Yes, sir.

Q. Do you know of anything irregular in the removal of the material to League Island?—A. No, sir; except that everything was topsy-turvy. I looked carefully after my things.

Q. Were your things topsy-turvy?—A. No, sir; my things were well looked after; I mean things about the yard; they were pulling and tearing down everything.

By Mr. JONES :

Q. Has anybody ever been borne on pay-rolls to receive pay who has not performed service?—A. No, sir.

Q. Have you done any painting for anybody outside of the yard?—A. No, sir.

Q. Who has made your requisitions for paints and oils?—A. Sometimes I have made them myself, and sometimes my clerk has done so, at my order.

Q. Through whom?—A. Through the constructor.

Q. Whom have you usually bought your paints and oils from?—A. They sent them from different places; sometimes I inspected them and sometimes I did not; sometimes they sent for me to inspect them.

Q. Were they generally good?—A. They were generally good. When they were not good I rejected them. I rejected sometimes as high as 5,000 pounds of lead, or 10,000 pounds of lead.

Q. How many men have you had in your employ, on an average, for the last two or three years?—A. I suppose sometimes as high as 25 or 30 men.

Q. What business have you been employed on, principally?—A. Ships, principally.

Q. What ships?—A. I was employed partly on the Constitution, doing a little priming around her, and on the Quinnebaug; in fact I have been employed on a great many of the ships.

Q. Have you not had more men in your department than you needed to do the work?—A. No, sir.

Q. Have you painted any houses recently in the yard?—A. No, sir; that does not come in my line.

Q. For the last two or three years what vessels have you had to work upon?—A. The Constitution, the Alert, and another iron-clad whose name I do not remember.

Q. The Constitution is not painted, is she?—A. No, sir; she is only oiled.

Q. Are those all you can remember in the last three years?—A. Those are all I can recollect at the present time. I have been boss-painter there for five years.

Q. Through whose influence did you receive your appointment?—A. Mr. Leonard Myers; that is, I think he secured it for me.

PHILADELPHIA, April 20, 1876.

HERBERT M. GRIFFITHS sworn and examined.

By Mr. BURLEIGH :

Question. What is your occupation in the navy-yard?—Answer. I am carpenter in the Navy, and at the present time I am acting assistant constructor.

- Q. How many assistant constructors are there here?—A. Only one.
- Q. What position does Mr. Hoover hold?—A. He is assistant constructor. I am acting assistant.
- Q. So that there are really two constructors here?—A. Yes, sir.
- Q. Have you been here a good while?—A. I have been on this duty since the 10th of September.
- Q. Were you brought up as a carpenter in the navy-yard?—A. No, sir. I served my time at the carpentering business, but not in the navy-yard.
- Q. Your father is a ship-builder, is he not?—A. Yes, sir.
- Q. How many brothers have you?—A. Four.
- Q. One is in Portsmouth?—A. Yes, sir.
- Q. Where is the one who is interested in that bending-machine in New York?—A. The last I heard of him he was in New York. His name is Oliver W. Griffiths.
- Q. How long is it since you have heard from him?—A. I have not heard from him for two years, and perhaps longer than that.

By the CHAIRMAN:

- Q. What business was he following then?—A. He was engaged in the patent-lantern business at that time.

By Mr. BURLEIGH:

- Q. Do you know anything about the removal of material from the navy-yard at Philadelphia to League Island?—A. I know some little about receiving it. I was not at the upper yard.
- Q. Did any scows arrive at League Island at night?—A. I cannot say as to that. I am not positive.
- Q. Do you know whether or not any scows loaded at the navy-yard stopped on the way to League Island at any other place?—A. Not to my knowledge.
- Q. Who unloaded the scows as they arrived here?—A. The contractor's men.
- Q. They put the material in the most convenient place they could find, did they not?—A. They put it where they were ordered to.
- Q. In any part of the yard?—A. Any part of the yard to which they were ordered to take the material they took it.
- Q. Then their duty was not done by depositing it on the wharf?—A. No, sir; they put it wherever the authorities here directed them.
- Q. Is this material so placed around the yard as to be convenient to get at, in your opinion?—A. That answer requires an explanation. At the present time it is not. At the time it was placed on the spot it now occupies it was the most convenient place, and it was the best disposition that could be made of it.
- Q. Why?—A. Because the floor in the iron-plating shop was not completed.
- Q. How is it in relation to the other buildings?—A. The ship-house was not completed.
- Q. Do you mean to say that the property was strewn around here loose because there were no buildings to put it in?—A. The buildings were not finished; that is, the floors in the iron-plating shop were not finished. There is a concrete pavement in them, which they had commenced, but it was not sufficiently advanced toward completion to enable us to put the material in.

By Mr. JONES:

- Q. What is going on now in this yard which, in your judgment, requires the services of two assistant constructors?—A. Nothing. I do not know that two are required here at the present time. I was here alone at the time I received my orders. I am a carpenter in the Navy, receiving no pay except my carpenter's pay.
- Q. How much is that?—A. \$1,600 a year.
- Q. You are on shore receiving sea-pay?—A. No, sir; I am on shore receiving shore-duty pay.
- Q. Is that less than it is at sea?—A. Yes, sir; \$200 less, or \$309, counting rations.
- Q. How long is it since you were appointed carpenter in the Navy?—A. I was appointed in September, 1869, I think.
- Q. Do you know anything about the bending-machine that was sold to the Government at the Charlestown navy-yard?—A. I do not know anything about the machine, except the running of it; I ran it for probably eighteen months.
- Q. Where?—A. In the Boston yard.
- Q. Did you ever run it before it was put in the Boston yard?—A. No, sir.
- Q. What is your opinion of that machine?—A. It will do all they say they can do; it will bend 15-inch material.
- Q. Without breaking or injuring it?—A. Yes, sir; I bent the yellow-pine backing for the torpedo-boat that was built in the Boston yard, and I think I only lost one stick.
- Q. Do you know who the owners of that machine were at the time it was sold to the Government?—A. No, sir; I was in Brazil at the time the machine was sold.
- Q. Do you know who sold it to the Government?—A. I do not.

Q. Do you know what price the Government paid for it?—A. No, sir.

Q. Do you know whether your brother Oliver had any interest in that machine or not?—A. I do not.

Q. Do you consider that it is for the advantage of the Government to pay \$160,000 for a machine of that kind to put into its navy-yards?—A. I do.

Q. On what ground?—A. On the ground that the machine will pay for itself; say that you build one vessel a year, or two vessels a year, and the machine would pay for itself in five or six years.

Q. What is the reason, then, that outside ship-builders have not adopted and used it?—A. At that price it is too expensive for them.

Q. Do you not know that the very best ship-builders in East Boston and elsewhere, who have viewed that machine, consider it to be a failure?—A. I do not.

Q. Have you never heard any such remark made?—A. No, sir; a man came in the building one day—he was from East Boston, or in the vicinity of Boston; he was talking to me about a vessel built out of bent timber at East Boston. It was the ship *New Era*; he was talking to me about the vessel straightening out; the thing struck me in such a comical manner that I began to question him as to how she was straightening out; he said she had no sheer; the vessel never had any sheer to speak of, because my father does not believe in that. He believes in putting the sheer the other way; I told him that there was not a stick of timber in the vessel in a fore-and-aft position that was bent by the machine; he saw where he had made the mistake, and saw that I was correct. That is the only remark I ever heard against the machine while I was in Boston.

Q. Do you know whether there was a company organized to build ships and to use this machine, building ships out of straight timber?—A. No, sir.

Q. Did not a stock company build that ship at East Boston, where this machine was used to bend the timber?—A. I do not know that.

Q. Do you know whether there was but one ship built in Boston from timber bent by this machine?—A. I am not positive about that; it strikes me that there was a tug built there of bent timber.

Q. Did you ever understand that this ship, on account of her timber being bent by this machine, would leak and would often have to be calked?—A. No, sir.

Q. Did you ever know anything about her rating in insurance companies?—A. No, sir.

Q. Did you ever understand that she did not rate A 1?—A. No, sir.

PHILADELPHIA, April 17, 1876.

JOHN W. FORD sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard of this city in any way?—Answer. I have been.

Q. In what capacity?—A. Foreman of the labor in the construction bureau.

Q. Were you so employed during the removal of the property from the navy-yard to League Island?—A. I was.

Q. State to the committee if you saw any impropriety or irregularity on the part of those employed either as contractors or in the service of the Government during that period of time.—A. I cannot call to mind any irregularity. My business was such that it required all my time to look after it. I moved a great deal of the stuff myself, assisted by my men.

Q. Coming down to the period of time that Mr. McKay was engaged there as a contractor in the removal of the property, and the time that the material was being removed to Queen-street warehouse and other places by the different contractors, state if you then saw any unlawful removal of property by those parties, or any attempt to unlawfully remove property.—A. In the first place, I do not know what was lawful for them to remove, and really do not know any unlawful act in removing property. I do not know what their orders required them to move.

Q. Did you see any attempt to appropriate the property of the Government?—A. I think not; I do not know of any.

Q. Do you know of any property that was said to have been moved to the Queen-street warehouse which was afterward claimed by the Government?—A. I know a wagon-tire was spoken of. It was for a wheel. A man named Gallagher wanted to be employed as a teamster. At that time I required some teams for removing timber. There was an old pair of wheels which I had attempted to get repaired before we began to move the yard, but the business commenced so suddenly that I was unable to succeed. Gallagher failed to obtain any wheels outside, and asked my permission to use those wheels. I had no authority to pass anything out of the yard myself, but told him that I would see Mr. Hartt about the matter. I asked Mr. Hartt if he had any objections to Gallagher's using those wheels provided he repaired them himself. He said, "No." I said that the wheels were very near repaired, and the tire had been left standing there, and by some mistake had been removed.

Mr. Reynolds was sitting there. and it was suggested that perhaps Reynolds had got it by mistake. He said, "You had better go up to the warehouse and see if you can find it among your stuff." Reynolds remarked, "I do not know but what I have got the tire among the old iron, but rather than you should hunt through my iron there I will pay for a tire." Mr. Hartt said to me in a joking way, "Go, but don't look too closely, or perhaps you may see something else." I took that for an order to go rather than anything else, and I looked over the stuff, but did not find the tire. I asked the man in charge there whether he recollected the tire being brought there among other old iron. He said he thought it might be there, but things were so covered up that there would be some trouble in getting at it. I found that it would cost more than it came to, and accepted Reynolds's offer to pay for the tire, which he did.

Q. The tire was paid for and put on the wheel?—A. It was put on the wheel, and paid for by Reynolds or some of that party. The bill was made out to Reynolds, I think, or to Seyfert & McManus.

Q. Were the wheels returned again when he got through?—A. Yes; we got them at League Island. They were brought back to the yard, and worked in the yard.

Q. Did you observe anything in the pile to which you went after the tire that you thought ought not to have been there?—A. I did not examine the whole pile. It was a large heap; I did not go through it, but looked all around it after the tire.

Q. Is it your opinion that the iron material which the Government had there was properly delivered to its intended destination?—A. I know of nothing to the contrary. I know that they were loaded at the yard, but I was not at the end at which they were delivered.

Q. Do you know whether the material which the Government intended to remove to League Island was removed?—A. I know nothing to the contrary.

Q. Did you ever see anything loaded for League Island which did not arrive there?—A. No, sir.

At this point the chairman directed the attention of the committee to the fact that he had been informed that in all probability a party in the room overhead of the committee-room was endeavoring to surreptitiously obtain information of the proceedings of the committee by means of a hole bored through the ceiling. The proprietor was called upon, and the fact stated to him. Soon afterward he appeared in the committee-room, escorting a gentleman named JAMES S. CHAMBERS, who having been duly sworn, was examined and testified as follows:

THE CHAIRMAN. State to the committee your connection with this affair above, and the reasons, motives, and instructions which you had in regard to it, and from whom you received those instructions.

Answer. One day last week the proprietor of the Philadelphia Herald and Sunday Press, of which I am city editor, told me that his room was No. 201, and was directly over this committee room, and said that if we could find a hole in the floor and take up the board that goes over the gas-light, we could probably hear what was going on in the committee-room, and learn about this investigation, so as to make capital for our paper. He employed a party to come to the room and unscrew the board and take it out, and make a gimlet-hole. He then sent me to hear what I could, and make a report to our paper. In the mean time he went to New York, with his wife. He stated that the thing had been arranged with the proprietors of the hotel; that he had told them what his intentions were, and that they had said that they would not know anything about the matter. In pursuance of these instructions, I endeavored to hear what I could of the testimony before your committee.

Q. Have you been on such duty heretofore in the room above?—A. I have not.

Q. Is this the first attempt you have made upon this committee-room?—A. Yes.

Q. When was the plank removed from the room above?—A. I believe yesterday. Mr. Smithe, who is the proprietor of the paper, together with his wife, went away at 7.30 yesterday morning.

Q. Were you in the employ of anybody else than the proprietor of this paper?—A. No, sir; no one knew of it except the proprietor, the managing editor, and another reporter who was to relieve me after a while.

Q. Who was that reporter?—A. Mr. Hudson, who is also reporter for the Philadelphia Inquirer. He is one of our subeditors. Nobody knew of it except the parties that I have stated. There was no money motive. It was simply to make capital for the paper. The plan was, after we had secured one edition, that one of the proprietors of the hotel should come and catch us. But the man who caught me was not the man with whom that affair was arranged. The plan was that he should catch us, and that the thing should be sent all over the country by the American Press Association, so as to make a big splurge for the paper. It was arranged to be conducted in the same way that the Tribune man obtained the treaty with England at Washington. They secured a big advertisement from that; and Mr. Smithe, I suppose, thought that it was a good way to advertise his paper, and consequently attempted the same thing.

By Mr. HARRIS:

Q. Were you satisfied that your arrangements were perfect, so that you could obtain information from this room?—A. No, sir; they were not quite perfect. I could hear very little.

Q. Has anybody else made use of that hole besides you this morning?—A. No, sir. Mr. Smithe and his wife have heretofore occupied the room.

Q. How long has Mr. Smithe occupied it?—A. He has regular board and residence here, and has had ever since his marriage, last October or November.

Q. Then it is accidental that he happened to occupy this room above the committee?—A. Yes.

Q. But do you know whether the committee was accidentally assigned to this room?—A. I know nothing about that. I did not know that he had this room until you had been here three or four days.

Q. You visited us, I believe, on Sunday morning, for a few minutes?—A. I did.

Q. You called upon us also last evening?—A. Yes.

Q. Was that with a view to ascertaining exactly where you desired to locate that hole?—A. No, sir. When I called upon you before it was for the purpose of obtaining information about the Brooklyn navy-yard. I wanted to apprise our people in New York of the probable date of your departure for that city. So far as being interested with any one at all, except the proprietor of our paper, I am not.

Q. Was there any arrangement by which the information obtained was to be paid for by other parties besides those you have mentioned?—A. No, sir; none except the Philadelphia Herald. We were not to let other papers know where we got our testimony, for the reason that we only wanted to issue one edition, so as to excite curiosity. The thing was then to be exposed. That was the only idea—to obtain a big advertisement for our paper.

By the CHAIRMAN:

Q. No individual connected with the Navy service was to have the benefit of your labors in any way?—A. No, sir; not one. I know nobody in the naval service, except Hartt, and he won't speak to me. He got very angry when I asked him the other day if he had been before the committee. I had known him for a long while before that, especially during the Cuban troubles. I received a note from Mr. Smithe to be sure and tell the clerk to let me go into that room.

Q. Which of the proprietors was it that was consulted by Mr. Smithe about this matter?—A. Mr. Vosburg.

By Mr. HARRIS:

Q. Have you had any conversation with either of the other proprietors about this matter?—A. No, sir.

PHILADELPHIA, April 20, 1876.

WILLIAM D. MIDDLETON sworn and examined.

By Mr. HARRIS:

Question. What position do you hold in the navy-yard?—Answer. Inspector and receiver of iron.

Q. How long have you held that position?—A. About nine months.

Q. Were you inspector and receiver of iron at the yard in Philadelphia during the time the material was being removed?—A. Yes.

Q. Did you have charge of the iron which was delivered to Mr. McKay to be shipped to League Island?—A. Yes.

Q. And also of the iron which was given to Mr. Reynolds to be sent to McManus?—A. I can probably explain that in a few words. The second day that they commenced to move the yard I was transferred to the island from the yard at Philadelphia. I was not there during the removal after the first day. I was transferred to League Island on the morning of the second day, and I have been at League Island ever since.

Q. Did you have any assistant then at the old Philadelphia yard?—A. No, sir.

Q. Whom did you leave in charge of the yard?—A. Mr. McKay's men had full charge at that time.

Q. What officer of the Government was in charge?—A. No one. I was simply ordered to report there, and I did so.

Q. Did you deliver any iron to McKay before you left?—A. No, sir; he came there and said that he had that iron to remove. He came with his teams and commenced to take it out of the ruins. I saw Mr. Hoover and asked him if it was correct. He said it was. Mr. Hoover was then the assistant constructor in charge. I believe at that time Mr. Hartt was about.

Q. So far as you saw iron removed, where was it carried to?—A. It was delivered down at the wharf on the boats.

Q. Did it afterward come to League Island?—A. I suppose the same iron came to League Island. There is iron on League Island of the same description. As far as my knowledge goes the same iron did come.

Q. Did you know of any old scrap-iron being delivered to McKay or Reynolds?—A. I saw Mr. Reynolds's wagons hauling scrap. I had no charge of that. It did not come under my control at all.

Q. Do you know whether any new bar-iron was delivered to Reynolds?—A. Not to my knowledge.

Q. Was there during the day you were there?—A. Not to my knowledge.

Q. In your judgment was all the new bar-iron which was in your charge at the navy-yard delivered here?—A. As far as I can judge, it was.

Q. Have you looked it over at League Island?—A. I have.

Q. Are you now overhauling it for the purpose of putting it in order?—A. Yes; we are racking and weighing it.

Q. How much have you weighed?—A. I should judge about 25 tons.

Q. You find great confusion here at League Island, don't you?—A. Yes.

Q. Are not the different sizes mixed together?—A. Yes.

Q. Was it in that condition at the old navy-yard?—A. No, sir; it was in racks, each size being kept separate.

By Mr. JONES:

Q. I understand you that after you left, on the second morning of the removal, the iron was all turned over to McKay?—A. Yes.

Q. By the order of Mr. Hoover?—A. Yes.

Q. Have you any knowledge that Mr. McKay and Mr. Reynolds, or Seyfert & McManus, removed iron by night to the boats from the yard?—A. No, sir; I cannot say positively about that. My information is only hearsay.

Q. Do you know whether they both hauled from the same racks and the same bins? Whether one team went to the boats going to League Island and the other to a barge to be loaded for Queen-street wharf?—A. That I do not know.

Q. Are you not aware that there has been bar and bolt iron in a large quantity, suitable for the construction of ships, shipped on board of barges, which went over to the Queen-street wharf?—A. No, sir.

Q. Have you not heard that stated?—A. I have heard it stated.

Q. You say, however, that you think there is as much iron at the League Island yard, suitable for the construction of ships, as you had at the old yard?—A. As far as my knowledge goes.

Q. How can you give your knowledge in relation to iron which is covered up in piles?—A. Only by looking at the piles.

Q. When it was at the old yard it was put up in regular racks, wasn't it?—A. Yes.

Q. Do you know who had charge of that iron when you left up there?—A. No, sir.

Q. What were you sent here to League Island for?—A. My orders were to report here and take charge of the iron and keep it as straight as possible. It was impossible for me to do anything of that kind, with the people I had to deal with here. My orders were to keep such iron as was liable to damage by water inside of the frigate-house, and I did so.

Q. Have you had an assistant inspector with you since you have been here at League Island?—A. Yes.

Q. How many men have you had with you working since you have been here?—A. Sometimes I would have two or three, and sometimes none. It was only by chance that I could get hold of men.

Q. How many days' work do you think you have expended on the iron which is now on the island since it has been landed; I mean you and the two, three, or four men whom you have had employed at different times?—A. I am satisfied that twenty days would cover all the time that I have had men under my charge since I have been here.

Q. Can you tell the exact time by reference to any of your records?—A. No, sir; I have no account of the men who were under my charge. I would get them from the foreman-laborer. He reports and has charge of them. Sometimes he will send them to me, and I will have them, probably, for a half a day or a whole day, and the next day I will be unable to obtain their service.

Q. The constructor of the old yard knew perfectly well that that iron could only be brought down here and thrown off in piles. Don't you think it would have been a great deal better for you to have remained there and seen to your iron being put aboard the barges?—A. That was my wish.

Q. Don't you think that would have been for the interest of the Government?—A. I do.

Q. Whom did you receive your orders from to come here to League Island?—A. From Mr. Hoover.

By the CHAIRMAN:

Q. Were you removed to League Island from the duties at the Philadelphia navy-yard for any improper or illegal purpose?—A. Not to my knowledge personally.

Q. Have you no knowledge or information in your possession—and if you speak upon information give the source thereof to the committee—showing for what purpose you were ordered away from the Philadelphia navy-yard to League Island navy-yard?—A. I do not know of any other reason except that it was to look after the iron. According to the instructions that I received from Mr. Hoover, I was to report there and take charge of it.

Q. Were other parties competent to perform the duties at this yard in your branch of the

service?—A. At that time I think we had but one man down here from that department. There was an assistant receiver of stores down at League Island, but he was looking after the store goods. He is now my assistant.

Q. Was anybody put in your place at the Philadelphia navy-yard when you were removed?—A. No, sir; not to my knowledge.

Q. Are you a blacksmith by trade?—A. Yes.

Q. Do you consider yourself a competent judge of iron?—A. Yes; I think so. I worked twelve years in a rolling-mill manufacturing iron.

Q. State to the committee the need of an assistant to yourself in the League Island yard.—A. At the present time there is need of one; if we have sufficient men to work it is necessary to have one man to weigh and another to sort out. It is very tedious work. You have to calibre and measure every bar. There is iron which runs to $\frac{1}{16}$ difference. It requires a person who understands the gauging of iron to keep the sizes.

Q. Did you have an assistant at the old yard?—A. No, sir.

PHILADELPHIA, April 20, 1876.

WILLIAM C. BESSELIÈVRE sworn and examined.

By the CHAIRMAN:

Question. In what capacity are you employed in the navy-yard at this point?—Answer. As chief clerk of the construction department.

Q. How long have you been so employed?—A. Since May 8, 1873.

Q. Under what constructors have you served within the last two years?—A. Mr. Hartt and Mr. Hichborn.

Q. Do you know how much iron has been passed out of the yard?—A. Not to a certainty. I have the aggregate amount; it is over 4,000,000 pounds.

Q. To whom has this iron been sent?—A. To various parties; Pennock & Co.; Seyfert, McManus & Co.; John Noblit, jr., and John Roach.

Q. By what authority has it been sent out?—A. Principally by orders of the Navy Department.

Q. Do you know what compensation the Government has received for it?—A. Different rates; one established rate was three tons of old for one ton of new; another rate was $1\frac{1}{2}$ cents per pound to be paid for in new iron. The old iron was to be taken at $1\frac{1}{4}$ cents per pound, to be rated in new iron at 8 cents per pound.

Q. Has the name of the iron on the books been changed from cast to wrought iron at any time?—A. There was one item, aggregating something, I think, like 119,000 pounds, which I noticed, which was changed from cast to wrought iron.

Q. For what reason was that done?—A. I do not know, unless it was done to facilitate the making of accounts, or something of that kind.

Q. Was there any advantage or loss to the Government by that transaction?—A. I think not.

Q. What agency has Mr. Steele had in regard to it?—A. None that I am aware of, unless it was an outside agency. I know of his applying for a statement of the weights and quantities furnished, but as to being personally present attending to the delivery of it, or anything of that kind, I have no knowledge.

Q. In making his application for the weight of it, did he do so for or on behalf of the Government, or for and on behalf of the contractors?—A. I heard him ask the question of the naval constructor, and I was directed by the constructor, in his presence, to have a statement prepared showing the gross amount which had been taken by each party. Previous to that I have no knowledge of his having been interested at all in the transfer of the iron, except in so far as applies to work being done at other yards in the repairs of monitors, &c. There we have had direct orders to give Mr. Steele certain kinds of iron for special purposes.

Q. When you speak of Mr. Steele's having an interest in it, what kind of an interest do you mean, personal or official?—A. I mean as an agent.

Q. As an agent on behalf of the contractor?—A. No, sir; I would state that he came to get a statement of the gross amount furnished each party outside.

Q. At the time the iron was delivered to these parties, did not a statement accompany it?—A. There had been a slip furnished of each load going out, or something of that kind.

Q. Of course the Government has, I take it, had a knowledge of the weight of iron as it passed to the contractors; but what evidence of the amount did the contractors have?—A. That I do not know.

Q. Did you furnish them that statement of the weights?—A. I did not until it was furnished in gross. That was all the part I took in furnishing any such evidence.

Q. What was the contract or agreement between Noblit & Brown and the Government, or between J. Noblit and the Government, in relation to iron received by them?—A. John

Noblit was to take out a certain amount of old scrap-iron, including, I think, an old steam-hammer, as old iron, and, I think, his price—although I am not positive, and cannot be without reference to the record—was $1\frac{1}{4}$ cents a pound. That iron was delivered to him under that order. Further than that I know nothing of it.

Q. Do you remember about what quantity that was?—A. I do not remember the quantity of iron, but I think the money value was somewhere about \$2,000.

Q. Did he not pay for it in paint-brushes and such like material?—A. He put in a lot of miscellaneous material afterward, for which there was no regular account kept. Some few of the bills passed through my hands. That was handed to the party who kept that account. It was not kept by me. It was kept by one of my subordinates, a writer in the office, under the direction of the naval constructor.

Q. That is all you know of the manner in which he discharged that account?—A. Yes, sir.

Q. Has the construction office here made any extensive purchases by what is known as the open-purchase system, or open requisitions, within the time you have been acting as chief clerk or as clerk?—A. Yes, sir; there have been some heavy open purchases of timber.

Q. Who are the principal parties delivering timber?—A. S. P. Brown, Hatch, Loud & Co., and Bigler, of New York, so far as I can remember.

Q. Who has furnished miscellaneous articles under open purchases?—A. In miscellaneous items we have not done much in the way of open purchase for the past two or three years. There were some purchases previous to that time.

Q. Within the last two or three or four or five years have not large amounts been purchased from Messrs. Noblit, or from Noblit & Brown, or Noblit & Co.?—A. Within the past three or four years I do not think there have been any very heavy purchases from Noblit & Brown. At least I cannot remember of any at present, although we have made purchases from them. It appears to me that it was further back than that that we did any heavy buying from them.

Q. Has there been a large or small number of men taken on in the construction bureau by order of the chief at this place?—A. Yes, sir; I made a tabular statement day before yesterday for the information of the committee, and, I think, from September, 1872, until November, 1875, the aggregate of persons employed by the chief and the Secretary was in the neighborhood of 500.

Q. A number of them, under the orders received by you, are to be retained by you until their discharge is specially brought to your notice and to the notice either of the chief of the bureau or of the Secretary?—A. Yes; we have had such orders.

Q. You have been connected with the bureau of construction. Do you know any instances in which men have been employed whose services were not really required by the wants of the department here?—A. No, sir; no cases that I can call to mind.

Q. Do you know of any instances of men being mustered who did not perform service?—A. No, sir; no such instances have been called to my attention.

Q. Have you not had an unnecessary number of inspectors in that branch of the service?—A. That would depend. My opinion on that subject, in fact, would not amount to much, as I am very rarely outside of my office. My duties are all performed there. What might appear to me as unnecessary, might, by my superiors, be considered absolutely necessary, for some special reason known to them.

Q. You have been paying a man here "in charge of saw-mill," have you not?—A. We have had a man "in charge of saw-mill" since moving to this yard, although we have had no saw-mill. His argument was that his machinery and everything of that kind was here, and would go to ruin unless some one qualified was present to look after it. Such reasons as those would move any objections I might present, even if I felt it my duty to do so.

Q. Do you know of the unlawful removal or appropriation of any of the public property?—A. I do not.

Q. Where were you on duty during the removal of the stores and material from the navy-yard at Philadelphia?—A. In the constructor's office in the navy-yard.

Q. Whose duty was it to overlook and superintend the removal of construction stores and material from the navy-yard?—A. It was principally under the constructor himself and his assistant, Mr. Hoover.

Q. Do you know to what extent orders were given, either by Hartt or Hoover, to the watchmen, or employés, or other persons under them, to guard and protect the interests of the Government?—A. I know of no written orders to that effect. There was nothing but general yard regulations observed, that I am aware of.

Q. Do you know whether any orders were given to the superintendent as to the weighing and separating of the property that was contracted for with parties who had purchased it—I mean separation from property belonging to the United States?—A. There was a Mr. Charles F. Curry whom we have employed as receiver and examiner, who was directed to attend to the weighing and delivering of the iron. We required him to make a statement to me every morning of the iron which passed out the day previous. I do not know of any one else who had anything to do with the delivery of that iron.

Q. Did he attend to his duty?—A. Yes.

Q. Did he make daily reports?—A. Yes.

Q. How did he manage to make his reports after the scales were removed?—A. After that he could not. During the month of December, or a certain portion of the month, he was unable to report the weights taken, and my understanding is, although I have not seen them, that sworn certificates were to be furnished by outside weighers for all iron taken after the removal of the scales. I have not been able to find those sworn certificates, although I have been informed that such were furnished.

Q. You would be the party with whom they should be properly deposited, would you not?—A. The sworn certificates would probably come to me with the other papers. I have not had time to make a thorough examination, but it may be that they are among my papers. I have taken a hasty glance over them for the purpose of trying to find them, and have as yet been unable to do so.

Q. What is your impression, as to whether you did receive them or not?—A. This young man of whom I speak as having been placed in charge of the iron account by the constructors was removed. A discharge was made, and he was among those who were sent away, and he turned his papers over to me. I have his reports in bulk. I would stamp them in the morning and hand them to him to put in his regular record, and they are on file with me. Those papers should have passed through my hands to him, but I have not as yet seen them. They may be among the papers which he handed back to me.

Q. When was he designated for that purpose?—A. When the delivery of iron first commenced the naval constructor said that I was entirely too busy and had too much to do, and that he would delegate him to attend to that duty in the office. His name was Baker.

Q. Mr. Hartt, then, designated Baker for that purpose?—A. Yes.

Q. Is Mr. Baker a resident of the city of Philadelphia?—A. I think he was.

By Mr. HARRIS:

Q. State whether Curry continued to give his morning reports of the iron taken out without weights after the scales were removed?—A. No, sir.

Q. The whole duty which he had performed was then transferred to Baker, was it?—A. No, sir; he performed the duty and Baker kept the account. The papers as they came in were simply stamped by me and handed to Mr. Baker for record.

Q. Curry performed the duty?—A. Yes..

Q. And handed the papers to you, and you passed them to Baker, who was acting as your assistant?—A. Yes.

By the CHAIRMAN:

Q. Were you on duty at night during the removal of this property?—A. No, sir. I may have been there some evenings until six or seven o'clock. That frequently happens to me. Hartt—he was very apt to have his whole office-force around him and keep them going.

Q. Do you know whether Mr. Curry was on duty at night?—A. No, sir; I think not. I do not think he performed any night-duty.

Q. Do you know any one connected with the naval service receiving any presents, gifts, or rewards of any kind or description, from parties who were dealing with the Government as contractors or deliverers of property in any way?—A. No, sir; I do not.

Q. Do you know of any fraud, or wrong, or theft perpetrated on the Department by any one?—A. No, sir; I do not.

By Mr. JONES:

Q. Did I understand you that the Government gave gross tons for net tons when they made the exchange of iron?—A. The orders read, as I have stated, three tons of old for one ton of new.

Q. Was the old iron gross weight?—A. That I cannot say. I did not have control of the weighing, and had no cognizance of it whatever. They reported so many pounds in their morning reports; they would say so many thousand pounds. It was not stated as tons.

Q. Was that before the scales were removed?—A. Yes.

Q. Have you received the new iron for the construction department here which you were to receive?—A. Yes; some of it. Some of it was ordered to be delivered at Harlan & Hollingsworth's, at Wilmington, for the construction of the new iron sloops. Some of the new iron was to be delivered at this yard, and another portion of it was to be delivered there.

Q. Which iron went to Harlan & Hollingsworth—the iron which was sold three tons for one, or three pounds for one, or that which was sold at 1½ cents for old and received at 8 cents for the new?—A. The 1½ and 8 cent iron went to them.

By Mr. BURLEIGH:

Q. What kind of iron is it for which the Government pays 8 cents on account of this old scrap-iron which is sold at 1½ cents?—A. Bolt and bar iron, I presume.

By Mr. JONES:

Q. Did I understand you to say that you furnished Mr. Steel with iron and other material which he furnished to contractors?—A. Yes; there was some furnished under special orders from the Department.

By Mr. BURLEIGH:

Q. You say that you presume that that received by the Government in exchange for the scrap-iron sold at $1\frac{3}{4}$ was bolt and bar iron. Do you not know the fact?—A. I cannot say of my own positive knowledge, but I believe that to be the case. The most of the iron delivered was bolt and bar iron that was delivered at 8 cents a pound.

Q. How long since was any of that delivered here?—A. The last, I think, was delivered in October.

Q. When was the last sent away at $1\frac{3}{4}$ cents?—A. It is hard to say how they took that iron, there have been so many orders on the subject. One of them I notice reads, "At the same rates as those hitherto furnished." Now, there being two rates, it is hard to tell which of those rates they mean.

Q. Cannot you tell when they sold any iron at $1\frac{3}{4}$ cents?—A. I can tell by reference to the orders. Mr. Steel was superintendent for repairs of monitors, and there were orders for him to have certain material for the repairs of certain monitors. Under these orders he took away certain sizes of iron and other material which were necessary to make the repairs of these vessels.

PHILADELPHIA, April 20, 1876.

WILLIAM A. AGNEW sworn and examined. j

By Mr. BURLEIGH:

Question. What is your business in the yard?—Answer. I am a writer in the steam-engineering bureau.

Q. Were you at the Philadelphia navy-yard at the time of the removal of the property from there?—A. No, sir; I was here at League Island receiving it as it came down.

Q. Do you know anything about the removal of the property there from your own knowledge?—A. No, sir; I was only stationed here at League Island to show them where to place articles as they came down.

Q. Did you go from there to League Island?—A. Yes, sir.

Q. Were you familiar with the property in the steam-engineering department when you were there?—A. I was.

Q. Do you know what was sold at auction from your department?—A. No, sir; I was not there at the time; I was at the island. All that was sold after we commenced removing.

Q. Have you ever seen the record of the sale?—A. Yes, sir; I have seen part of it, but not all of it—all that was done at the other yard while we were moving.

Q. Did you know the property that was sold?—A. No, sir.

Q. You do not know whether it was good, bad, or indifferent?—A. No, sir; I might have seen it, but I did not see it at the sale, or do not remember it. I believe all the old stuff was sold, but what it was I do not know.

Q. Was there not stuff sold which had never been used? I refer to iron material of various kinds.—A. Nothing that I can call to memory, unless it was some portion of the Shackamaxon's machinery, which I believe had been used.

Q. Do you know anything about any iron boiler-tubes being sold?—A. No, sir.

Q. Do you know of any frauds committed at that time?—A. No, sir, I do not.

Q. Do you of any abuses of property or anything of that kind?—A. No, sir.

Q. Was the property all received here in your department in good condition?—A. In very good condition, considering the circumstances of the removal.

Q. Is your property now stored away in good order and condition?—A. It is not in good order, that is, the tools are not, but they are in good condition.

Q. Where are they?—A. A portion of them are up in the shed and another portion are in the Antietam's old machinery-shed; all the tools of the shops are stored there.

Q. Are they mixed up with your iron?—A. No, sir; the iron is in another shed entirely; all that is in that shed is ship-tools, such as are used in the machine-shop, foundry, and boiler-shop.

Q. Have you any inspector in your department?—A. Yes, sir; Chief Engineer Dungan inspects all the articles.

Q. What other duties does he perform?—A. He has charge of the stores of steam-engineering.

Q. What are your stores?—A. Metals; all stores that pertain to engines, to repairing of engines and boilers, and the fitting out of ships.

By the CHAIRMAN:

Q. Have you any inspectors besides those who are commissioned officers?—A. No, sir.

Q. Have you had none?—A. No, sir; commissioned officers always inspect the stores for our department.

Q. Do you know of any person in the naval service ever receiving any gifts or presents from anybody who was dealing with the department in any way?—A. No, sir; I do not.

PHILADELPHIA, *April 18, 1876.*

CHARLES H. GRAY sworn and examined.

By the CHAIRMAN :

Question. Have you been connected with the navy-yard ?—A. I have been connected with the yard as calker.

Q. State whether you, at any time, have seen any wrong or fraud done by any one at the navy-yard ?—A. No, I cannot say that I ever did, and I have been there, I suppose, for eight or ten years, off and on.

Q. Have you seen any unlawful appropriation or unlawful removal of property belonging to the Government ?—A. Not that I know of.

Q. Have you known of instances where men who were not skilled laborers have been rated as skilled mechanics ?—A. No, sir. As to skilled labor, there are all sorts of men. Some were worth double what others were, some not being as skilled as others.

By Mr. HARRIS :

Q. That is, there are a great many grades of skilled labor ?—A. Yes, sir ; some men are worth five times as much as others.

Mr. Edwin Hartt at this point appeared before the committee and made the following statement :

Mr. CHAIRMAN. I have heretofore testified in effect, I think, that Mr. Read offered me some money. That is not correct. Mr. Read offered to make my daughter a present, or intimated that he wanted to give her something. I told him that I would not submit to that, and there the matter dropped. He did not offer me money. I have said in my prior testimony, in so many words, that he offered me money, and I wanted to correct that statement.

PHILADELPHIA, *April 20, 1876.*

RENSSELAER W. DAYTON sworn and examined.

By the CHAIRMAN :

Question. Were you ever appointed timber-inspector in the State of Florida ?—Answer. I was.

Q. At what time ?—A. I think about January of last year.

Q. Have you held that position ever since ?—A. No ; I was discharged. I suppose I held the appointment about seven months.

Q. By whom were you appointed ?—A. By the Bureau of Construction and Repair ; that is, by Mr. Robeson.

Q. Do you know upon whose recommendation you were appointed ?—A. It was done on the solicitation of some of my uncles and friends. I had letters from an uncle, or two uncles, I think, in Camden, and one from a cousin in Trenton. I had letters also, perhaps, from Mr. Amos Clark, who was Congressman from our district at that time, I think.

Q. Who were your uncles who resided in Camden ?—A. James P. Dayton and Peter L. Vorhees.

Q. Had you any personal acquaintance with the Secretary of the Navy ?—A. No, sir. My uncle was minister to France under Mr. Lincoln's administration. I had no personal acquaintance with the Secretary of the Navy.

Q. During the time of the holding of this appointment of timber-inspector in Florida, where did you reside ?—A. Part of the time I was in Jacksonville, and part of the time on Indian River, Hillsborough River, and on the Halifax River.

Q. You were then on duty in the State of Florida ?—A. Yes.

Q. Did you receive any pay there ?—A. Yes.

Q. How happens it that the paymaster was directed to send and did send to you a draft at Matawan, N. J. ?—A. About the time I left Jacksonville I directed him to forward checks to my address at Matawan.

Q. How long was that done ?—A. I am not positive. I returned from Florida about the middle of April, or a few days prior to that time. I went down, perhaps, on the first of January. I left home probably on the 2d January. I directed the paymaster to send the checks to Matawan.

Q. After your return to Matawan did you return to Florida ?—A. No, sir ; my health was such that I did not know whether I would return or not. At that time I thought something of remaining in Florida, and had it in view, perhaps, to return. I, however, did not return, but received some payments. The papers will show just what checks I received at Matawan. I held the position about seven months or perhaps eight months.

Q. How many of the payments do you remember to have been made to you at Matawan ?—A. I should think about three.

Q. From whom did you draw your pay?—A. The person from whom I received the pay I cannot recollect. He was afterward removed and another man appointed. It was the paymaster at Pensacola. As to whether it was Mr. Carpenter who made the first payment to me I cannot recollect. I however received pay from the paymaster at Pensacola, and he was the one from whom the checks first came. He was removed, and after that some other gentleman was appointed in his stead.

Q. Do you recollect that Mr. Hanscom, the chief of the bureau at Washington, certified from Washington that you were timber-inspector, and directed the paymaster at Pensacola to send your pay to you at Matawan?—A. I received a communication, I think, from Mr. Hanscom. I recollect a letter something to the effect that he had directed the payments to be made to me not at Matawan, but by the paymaster at Pensacola navy-yard.

Q. Did you thereupon write from Matawan at the end of the month to the paymaster at Pensacola to forward you your pay to Matawan?—A. I have no data as to when I received that letter. It was received South during my absence. I refer to the letter from Mr. Hanscom, or from whomever it might have been. My object also in having the check sent to Matawan—I think the last check in April—was that I had checks of my own, and I asked them to be sent, and had them cashed at my own bank.

Q. Do you remember going to Pensacola and drawing your pay?—A. No, sir; I have never been at Pensacola.

Q. The places that you visited were what besides Jacksonville?—A. I was up on the Indian, Hillsborough, and Halifax Rivers. I paid my own expenses at all times, both traveling and incidental.

Q. Your pay was at the rate of how much a year?—A. One thousand dollars, or about \$83 a month.

Q. How many reports did you make?—A. I made no written reports. While I was in Florida I was at Saint Augustine, spending there two or three days.

By Mr. HARRIS:

Q. Did you go on to the timber-land for the Government?—A. Yes; I was up on the Indian River, and then around by Mosquito Lagoon or Inlet, where they were cutting timber.

By the CHAIRMAN:

Q. Was that Government land?—A. It was so understood.

Q. Was it a naval reservation?—A. So I was informed. On reflection, I think it was nearly nine months that I held my position, although I am not positive about that.

Adjourned.

PHILADELPHIA, April 11, 1876.

E. G. CATTELL sworn and examined.

By the CHAIRMAN:

Question. You were subpoenaed to bring with you the books, consisting of the ledgers and cash-books of the firm of A. G. Cattell & Co., E. G. Cattell & Co., and E. G. Cattell. Have you those books with you?—Answer. I suppose everything is here, except probably a bank-book of my own. I keep no other books, except what you have here.

Q. You keep no private books of any kind?—A. No, sir; and I never have.

Q. You keep no ledger, journal, day-book, or memorandum-book?—A. No, sir; nothing except what I carry in my pocket. I do not make memoranda. My practice is to remember and to communicate to my book-keeper anything in the shape of a transaction that is done, and let him make the entry of everything.

Q. Have you your bank-book?—A. It is at the store, I think. I have not got it with me. When I want to know about my deposits I drop in to know if I have anything there. I always keep something in the bank for my private account, to check on.

Q. In the bank did the firm of A. G. Cattell & Co. keep a deposit account, and E. G. Cattell, individually, keep a bank account?—A. Yes, sir.

Q. And A. G. Cattell keeps an individual account?—A. Yes, sir; and A. G. Cattell & Co. keep a separate bank-account for the fifteen or eighteen months, or whatever there is of the first set of books which you have seen. The account of A. G. Cattell & Co. is an old account, in two banks—the Mechanics' Bank and the Corn Exchange Bank. The account of A. G. Cattell & Co., as it runs on to the new books, is kept in the Mechanics' and the Corn Exchange Bank. I also keep an account in the Corn Exchange Bank, individually. My brother, of course, keeps an individual account in the Corn Exchange Bank, and I have, I think, kept a small account in the old State Bank of Camden. That is, however, a small account, and there is nothing of any moment there. I have within the last seven or eight or nine years had an account there. I also kept a small bank-account at Long Branch, for my private expenses.

Q. Is your individual account of deposits with the Corn Exchange Bank a large or a small account?—A. It is not a very large account. I could not now give you the figures.

(Witness directed to produce his accounts.)

Q. In what business have you been engaged distinct from the partnership of A. G. Cattell & Co., since the year 1870, if any?—A. In 1869 my brother broke down in health, and declined to allow a re-election as United States Senator on that account. He then arranged with me that I should take the whole of A. G. Cattell & Co.'s business. I had to send him for a year and a half to an institution at Clifton Springs to be cured. I took the assets and everything of the firm, he to draw simply his capital out of the concern, without inconvenience to the firm, virtually making me the responsible person and the owner of all, except simply the capital of A. G. Cattell, with the understanding that he left his name and capital in there. This has been so ever since 1869; he has paid no attention to it. He has probably given some advice, and been in there. Of course he would have held himself responsible if there had been any loss or debts to have been paid, but I have virtually been the owner of the concern since 1869.

Q. Do you mean to be understood that since that time he has simply drawn out his capital?—A. Yes, sir; with no interest whatever. He left that to me and my children; he has no children. The two boys are mine.

Q. For what purpose, then, would he, from time to time, pay into the firm of E. G. Cattell & Co. money?—A. He has paid money into the concern, but I do not know that I can answer that question. I do not know that I know, except it is money that has been borrowed or loaned, or something. I cannot say why he has paid any money in, if he has.

Q. As a matter of fact, do not your books show that he has, from time to time, paid in money?—A. That I do not know.

Q. If your books do show that he has paid any money into the firm of A. G. Cattell & Co., you have no explanation to offer?—A. The books are correct; I know nothing that is wrong in them in any way.

Q. Then if your agreement was that he should simply withdraw his capital since 1869, and cease to have any connection with the business except for that purpose, how do you reconcile that with the fact that he has been paying money into the firm?—A. If he paid money in, that money he would draw out, of course. He would loan me or let the firm have any money that he had. I have been a borrower, as you will find from the books.

Q. No other person from whom you borrowed money has so paid it into the firm, have they?—A. No, sir, I think not. It could not be that anybody else would do that, I should think; it would be, I think, with him a possible thing.

Q. Coming back now to the question with which we started, have you been in any business distinct from the firm of A. G. Cattell & Co.?—A. Yes; I have been in various things—in anything whereby I could operate or make any money. I have been doing all I could do of business with the United States Government, with the Navy Department. I have been doing all I could in real-estate operations, and in mining and saw-mills; whenever I could make joint-account operations I have always been ready and willing to do it.

Q. You have been purchasing real-estate?—A. Yes, sir.

Q. On joint account?—A. No, sir; upon my own account. I have purchased grain on joint account.

Q. Do you own or have you owned any real-estate since the year 1870, in which any other parties were jointly interested with you; if so, who are they?—A. No, sir; nothing that I can recollect now.

Q. Are you not a joint owner with other parties in property known as Long Branch property?—A. Not a dollar.

Q. How happens it that that is upon your books?—A. I can explain that, I believe; that is, I will give you my explanation. My brother and Secretary Robeson and eighteen others, making twenty, bought the Long Branch property. It was a pretty considerable tract, containing, I think, three or four hundred acres. I do not know the amount exactly. The parties were all from New Jersey. My brother and Mr. Robeson took two-twentieths interest in the whole of it. They started their cottages, and they expected to make out of that speculation a cottage each for themselves. My brother was sent to Europe. I took charge of building his house, and also of building the Secretary's, with the expectation—and whether it was an understanding or not I do not now remember—that if it was a profitable thing I might receive some benefit in looking after and attending to the building. I bought directly from the company three or four small lots around their club-house, and built a nice little cottage, costing about \$4,000; that was to live in, and to take my meals in the house; I then bought three other lots adjoining, costing about \$300, and built one house for myself, and one for a brother, who was president of Lafayette College. I occupied one of these houses myself one year. I have rented them out since; that is my connection, so far as I can explain it, with this property.

Q. Have you not built, or has not the firm of A. G. Cattell & Co. built a house and paid for the interest of Mr. Robeson in the Long Branch property?—A. Yes, sir; A. G. Cattell & Co. has paid all that, and it so stands on my books, I presume.

Q. Is Mr. Robeson's account settled or unsettled to this day?—A. It is unsettled.

Q. Was not the entire purchase of A. G. Cattell and Mr. Robeson of that property paid

for, assumed, or carried by the firm of A. G. Cattell & Co.?—A. I cannot answer that question. Whatever the books show, as to that, is true; I think so.

Q. The books showing that, then, would show the truth, would they?—A. Yes, sir; exactly. If it is there it shows the truth.

Q. Have you any interest, or has the firm any interest, in the purchase of property in the city of Washington?—A. No, not as a firm. My brother has a half interest with some purchase of property in Washington.

Q. Who paid for that?—A. I cannot tell you that.

Q. Did you have, or did your firm have, any connection with the payment of the notes as they fell due?—A. No, sir; not to my knowledge. I do not remember about that. Unless it is in the books I could not answer the question.

Q. Who is Flanagan?—A. Stephen Flanagan is a man with whom my brother owns, on joint account, some property in Washington, the nature of which I could not tell, except that it is some lands; that is Stephen Flanagan, of Philadelphia.

Q. Mr. Flanagan is the mortgagee, is he not? That is the only interest that he has, is not it?—A. I could not explain the matter. I do not know about it. Mr. Flanagan can explain it, I suppose.

Q. Do you know whether Mr. Robeson has any interest in that purchase with your brother?—A. I do not.

Q. Is there any real-estate in which the firm is interested—Merchantsville property, for instance? That is owned by the firm, is it not?—A. The Merchantsville property is a difficult matter to explain. I can convey to you, probably, the state of that property. My brother bought quite a tract of land years ago at Merchantsville. It was farm and woodland. I conceived an idea that by laying it out in a town there might be some money made on it. As I have said, there were a great many things left for me to carry out. I said, "I will take hold of it, have it surveyed, have ninety or more acres laid out in town-lots, and if there is anything made out of it we can settle that as we go along or when we get through." That is about the situation of the Merchantsville property.

Q. Is Mr. Robeson interested in that property?—A. Not a dollar's worth, and he never has been.

Q. Has Mr. Robeson at any time been interested with you or your firm in owning any stocks and bonds?—A. No, sir; he sent me some bonds at one time to make some payments for him. That will appear in our books, but as for being interested in any bonds with us or with me individually, he is not.

Q. Do you know from what quarter Mr. Robeson derived these bonds?—A. No sir.

Q. Are you interested in the purchase of the tract of land opposite League Island, in New Jersey?—A. No, sir; I never heard of it.

Q. Do you know the tract of land from which they procure soil or dirt to remove to League Island?—A. I do not.

Q. Has Mr. Robeson been interested with you and with A. G. Cattell or with the firm of A. G. Cattell & Co. in any other enterprise or investment of any description or character?—A. I can call nothing to mind now.

Q. Do you know of any sums of money being raised at any time, either by yourself, your brother, A. G. Cattell, or the firm of A. G. Cattell & Co., for the benefit of Mr. Robeson?—A. No, sir; I can answer that question emphatically. I thought it was going to lead further, as to whether there has been any money raised for any political purpose, but you did not go that far.

Q. At the time Mr. Robeson went to the city of Washington do you know whether or not a fund or any sum of money was raised for his benefit, to be loaned to him?—A. I do not.

Q. You have no knowledge or information of that?—A. I have no knowledge of that.

Q. You have spoken of raising a fund for political purposes. Do you know of any money being raised for such a purpose?—A. Yes, sir.

Q. When and where was that?—A. While I have not been in political life much myself, I have gone to friends and got them to subscribe and give me a few hundred dollars, and have raised funds for our campaigns, in the last six or seven or eight years. The amounts have never been very large. They would not sound large to political men. It was for the carrying on the canvass of an election.

Q. Do you remember any time when a fund was raised for the benefit of Mr. Robeson personally in an expected race of his for the United States senatorship from New Jersey?—A. No, sir.

Q. Will you explain this entry in your cash-book, under date of June, 1873: "Gratuity account; paid Geo. M. Robeson, balance of political account due by A. G. Cattell, \$3,000?"—A. I can explain that; or at least I will give you my version of it from recollection. In the collections between the Senator and myself that we have collected for that purpose and handed over, we have handed all over except \$3,000, and we have handed that \$3,000 to Mr. Robeson. That is the explanation of that. At that time we had collected more than \$3,000.

Q. What canvass, political or otherwise, was pending at that date, June 17, 1873?—A. I cannot remember any political canvass, except the republican party of our little State. I never went out of New Jersey; it was for New Jersey. Wherever we raised any money it was for our own State.

Q. Do you know that, at any time, either you yourself or your brother, the Senator, received a large sum of money from Mr. William Matthews, of New York, for political purposes?—A. No large sum of money. I think William Matthews gave a thousand dollars. I think that was one of the collections that I made. I do not think he gave over a thousand dollars, although it may have been more.

Q. If it was exceeding \$1,000, it was a very liberal payment on the part of Mr. Matthews, to say the least of it, was it not?—A. Yes; but it was not \$1,000. It was \$1,000. That is all that I can remember.

Q. From whom else did you collect any sums of money for political purposes?—A. I do not remember.

Q. Did you collect any from Mr. Swift?—A. I may, but I do not remember.

Q. Or from Mr. Bigler?—A. I am not able to recollect whom I collected from.

Q. Try and refresh your memory, and see if you did not receive money from Mr. Bigler, of New York.—A. I do not remember that at this moment.

Q. What is the impression upon your mind?—A. My impression is that I did not. I may have asked Mr. Bigler, but it is my impression at this moment that I did not.

Q. S. P. or A. P. Brown?—A. Never a cent.

Q. Hyatt & Spencer?—A. Never, sir; I do not know them.

Q. From Walton?—A. No, sir.

Q. From Noblitt, Brown & Noblitt?—A. I think Mr. Noblitt probably might have given me \$500. Not Noblitt, Brown & Noblitt, but I think Dell Noblitt gave me \$500, although I may be wrong in that.

Q. From Mr. Stetson?—A. No, sir.

Q. From Mr. Gaskell?—A. I think Mr. Gaskell probably did give me some money at some time. I am not sure of that.

Q. Did you not request, to the extent of your acquaintance with the contractors with the Navy Department, contributions from them?—A. No, sir.

Q. Did you ever make a present to Mr. Robeson?—A. Never, sir; not to my recollection.

Q. I call your attention to page 159 of your cash-book under date of January 20, 1872, to the following entry: "E. G. Cattell, present to G. M. Robeson, \$250." What have you to say to that?—A. Well, I do not remember about that \$250 present. Was that about the time of his wedding? It might have been a wedding present, or something of that kind. There has been no money given to Mr. Robeson in any way, shape, or form.

By Mr. BURLEIGH:

Q. Is not that the cash-book—A. Yes, sir; that is the transcript of all my transactions.

By the CHAIRMAN:

Q. I have read the entry correctly from the book, have I not?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Would not the "merchandise" be rather in the journal than in the cash-book?—A. I would not know, myself; I am not accountant enough to know where Mr. Warr put that.

Q. Is there nothing else but "cash" in these books?—A. Nothing that I know of. You must understand, however, that I am no accountant. My business is more active and out of doors. I let my young man, whom I have had for a number of years, make all the entries.

Q. Have you had any reason to suspect the accuracy of your book-keeper?—A. No, sir; not at all. He is a very accurate young man.

Q. Calling your attention to another entry on the same bill-book, page 157, January 15, 1872, I find this entry: "Gratuity account, case table-silver, \$275." Who was that for?—A. I gave that to one of my children, I think. I am not sure. I have made a good many presents around to my friends. I could not tell you to whom it was given. It was not given to any naval officer, or anybody connected with the Government, you may be sure of that.

Q. Did you ever make a present of a pair of horses or carriage or phaeton to any one?—A. No, sir.

Q. Have you ever made any presents or gifts of any character or description to the members of the families of any one connected with the naval service in any way?—A. With two exceptions I have not.

Q. What are those exceptions?—A. I think I made a present to a young girl of a few books. I think I made a present to a little boy of Mr. Hanscom's of some little toys. The whole probably would not amount to \$50. With those two exceptions I believe I recollect of nothing in the world in the shape of presents to anybody. The daughter of General Watmough was a nice girl, and I thought I would like to make her a Christmas present of some books. I do not recollect the works now. They were two works which she rather expressed a desire to have. I found that out from her mother, and made her a present.

Q. Have you not, from time to time, settled and paid bills contracted by parties in the naval service or their families?—A. With one exception, I have not to my recollection. I have paid a bill for Secretary Robeson.

Q. To what extent?—A. I could not give you an approximation. All the money that I

have ever paid for him has been where he has requested me and given me the money to pay them. I have done so frequently.

Q. He has given you the money to pay for them?—A. Always.

Q. Did you liquidate certain bills that were contracted by Mrs. Robeson in the city of New York with Mr. William Matthews?—A. Yes; I paid them and received the money from Mr. Robeson to pay them. He gave me the money to pay the bills. It is not worth while to give any reasons for that, is it?

Q. If you desire to do so you can.—A. The reason was that Mr. Matthews with his arrangements with me would take a percentage off. It was cheaper for Mr. Robeson to pay the bills through me than to pay them himself.

Q. Mr. Robeson then knew of your arrangement with Mr. Matthews?—A. Mr. Robeson did not know, but I told him I could get a percentage off. I paid also a good many of the Long Branch bills on the house. Everything is, however, shown on the accounts which I paid.

Q. But this account for the Long Branch property does not appear to have been settled?—A. It has not been settled by Mr. Robeson. That stands as an account against him.

Q. These other matters, as I understand you, have been paid?—A. Yes, sir.

Q. How paid?—A. He gave me money as I paid them, as you would.

Q. Did he hand you the money or pay you in a check?—A. He handed me the money generally; always, I believe.

Q. Have the bills been paid with Mr. Matthews yet?—A. All of them.

Q. Have you Mr. Matthews's receipts for them?—A. I think not.

Q. Have you any statement from Mr. Matthews showing that they were paid?—A. I do not think I have now.

Q. I understand you to state that you said to the Secretary that you could get them at a very small or rather at a reduced price?—A. No, sir; I did not say so.

Q. What did you say?—A. I said that I could get a discount off the face of the bill.

Q. Did you tell him where you were going to purchase?—A. I did not purchase them. They purchased them.

Q. How happened it that they knew where to go?—A. I do not know that. I cannot tell you.

Q. Did not you tell them at the time that you could get a discount off?—A. No, sir; not until after they asked me to pay the first bill. Then, of course, I did. I did not know how they came to get them at William Matthews'.

Q. Then they had commenced trading there before you had informed them that the discount could he had?—A. I presume so. That I cannot recollect.

Q. Have you ever received any fees or commissions for the collection of any claims in the Navy Department?—A. I think I have.

Q. From what claims?—A. I think from Mr. Matthews.

Q. From anybody else?—A. No, sir.

Q. How much did you receive from him?—A. I cannot remember. Of course Mr. Matthews' books would show that.

Q. As much as \$5,000?—A. I should think it was as much as \$5,000.

Q. Ten thousand dollars?—A. No, sir; I do not think it was \$10,000. It was somewhere between \$5,000 and \$10,000. But my memory does not serve me. I suppose Mr. Matthews had that in his general account. He keeps the account; I do not.

Q. Explain, if you please, the relation of yourself and Mr. Matthews.—A. When Mr. Matthews heard that I was going to do a business outside of my own business he understood that Mr. Bradford was an acquaintance of mine, which he was. He was an old acquaintance, and had been for many years. Mr. Bradford told him that I was an energetic man; that my business was not paying very well; that my sons could manage it, and that I was pretty loose and could go into this business, and that I would do it energetically and probably he considerably in his way. Mr. Matthews told Mr. Bradford that he had been twenty or twenty-five years in the navy business, and had got the thing at his fingers' ends. Mr. Matthews said he could do that business easily, but said, "If I have such a man as that to contend with, my profits will be cut down very badly, and the annoyance and everything will rather frustrate me." Bradford suggested to him to see me. He did not know what I would do or say. We might make some arrangement or something to that effect. Mr. Matthews sent for me and I went to New York and saw him. I stated just what I meant to do. I knew I could handle business as well as anybody else. I knew that the Government was safe, and could pay, and that was more than we could say of our general regular business, and that my business was not sufficient, or at least I did not make money enough, and I wanted to make more money, and that I meant to start. He made the proposition to me, I think, him. I may have made it to him, but that I cannot remember distinctly. The arrangement was made there, however, by which he was to give me 5 per cent. of the business, and that has continued up to the present time.

Q. Do you mean on the amount of his sales?—A. Yes, sir.

Q. Were you interested with him in his purchases?—A. No, sir; not interested in any risk or loss that he might sustain in his purchases.

Q. Were you interested with him in the purchase of a lot of condemned clothing?—A. No, sir.

Q. Or condemned provisions?—A. I presume that comes under the general arrangement. I left it to Mr. Matthews to give what he considered was 5 per cent., without any examination. He sent it to me regularly. At first it did not come very regularly, but afterward it came about every month.

Q. When was that arrangement formed between you and Mr. Matthews?—A. Before I had commenced doing any naval business whatever.

Q. When was that?—A. My memory does not serve me. I do not know whether my books will show the first arrangement made, but it was six or seven years ago.

Q. Was it in the year 1870, or 1871, or 1872?—A. I have not that clearly in my mind as to the year.

Q. Did you pay any capital into the business?—A. No, sir.

Q. What were you to do?—A. All I could, and what I could.

Q. What you could in what direction?—A. In any direction that would help in the business.

Q. Were you to buy property?—A. No, sir.

Q. Were you to measure property?—A. No, sir.

Q. Were you to manufacture property?—A. No, sir.

Q. Were you to handle or store property?—A. No, sir.

Q. Were you to see to the delivery of property?—A. No, sir; except it should become necessary.

Q. I have gone over pretty well all that; what were you to do?—A. I was to do anything I could. My business was to find out what would be likely to be needed; watch the papers; see the advertisements; keep my mind and self always in constant exercise of what might be sold or contracted for to the department and report to him.

Q. Were you not by your agreement to exercise whatever influence you possessed with the officers of the Navy Department?—A. Influence and ability; wherever and whatever influence and ability I had to help him, I was to use.

Q. You were, further, were you not, to see to the prompt payment of the bills?—A. Certainly, to help him through the departments with the bills.

Q. Under that arrangement, and under the influence and ability which you had, I ask you as a matter of fact whether bills were not promptly paid?—A. No, sir.

Q. They were not?—A. No, sir.

Q. If Mr. Matthews states that they were usually paid within fifteen days, he is mistaken, is he?—A. No, sir; he is not mistaken. There have been times when his bills were promptly paid. Going through the departments, which is a very difficult thing, sometimes I have helped very materially in getting them through, but the latter part of Matthews' time he has not been promptly paid. They owe him money.

Q. Why has he not been promptly paid?—A. I do not know.

Q. What excuse is rendered to you?—A. I have no means of knowing what excuse. The help that I have given there is to get them through the department, through the paymaster's office, and through Mr. Stickney or some men who have the papers who can lay them in pigeon-holes or put them through early. When they say they cannot do anything, then I am done. I render all the service I can. That seems to me to be an answer to the question.

Q. I wanted to know what excuse is alleged.—A. I do not know.

Q. Do they allege want of funds or failure to deliver the kind and quality of property?—A. That I do not know.

Q. Then are you not somewhat derelict in your part of the agreement that you were to see to the prompt payment of the bills?—A. Mr. Matthews has not notified me of that fact.

Q. His remittances have been very regular and prompt, have they not?—A. No, sir; not of late.

Q. When did he cease to be prompt?—A. My memory does not serve me on that point.

Q. Has it been of later period than the first of the present year; in other words, were they not prompt up to the 1st of January last?—A. I think they were.

Q. Have you any other such arrangement with anybody else?—A. Yes, sir.

Q. With whom?—A. S. Carl & Co., of Brooklyn. I have had much the same kind of an arrangement with them.

Q. Have you had any such arrangement or something like that with Noblitt, Brown & Nohlitt?—A. Yes; it is not of quite the same nature.

Q. What is the nature of that arrangement?—A. It is of a prospective but not positive nature. I mean by that that we have never arranged the sum of money that they are to pay or were to pay me. I arranged with them to help them all I could in anything as with Matthews, trusting that if they were successful they would be liberal with me, but we have never had any positive arrangement. I have received from D. and J. Noblett a loan of, I think, \$2,000. That loan lies in a position that I might or might not pay it back to them. That is my feeling, although without a positive arrangement, that that \$2,000 is mine. I felt that I might have to pay it back to them or might not have to. The Dell Noblett arrangement is about the same, and I have received from him somewhere about \$6,000 or

\$7,000. That lays precisely in the same way, I giving no obligation for either one of these sums. It lies in about the same position as the one from D. and J. Noblett.

Q. Have you an arrangement with any other party?—A. Yes, sir.

Q. Who is that party?—A. I have made an arrangement with the Water-proofing Company of Philadelphia, that I was to receive 5 or 10 per cent., and I cannot now say, which but I can give you about the amount of money that they paid me to introduce their water-proofing, if it could be done. I have received from them about \$3,000, maybe a little more, maybe a little less.

Q. Any other persons?—A. Yes, sir; I have done what I could and all I could, as you will find, believing that I was doing nothing wrong. I have done business for J. K. Knowlton, but not much. I tried to do it, but could not do any more than I did. I do not think he paid me over \$1,000; perhaps it was \$1,500; it may have been less.

By Mr. JONES;

Q. Is he of this city?—A. He was out at Sharon, I think, close by here. His company manufactures circular saws, and he has a patent for circular saws.

Q. Is not there a man named Knowlton, in Philadelphia, carrying on that business?—A. Yes, sir; that is the one. I think he is out of town some few miles, but he makes Philadelphia his headquarters, I think.

By the CHAIRMAN:

Q. Have you had arrangements with anybody else?—A. I do not know whether the purchase of candles in New York, that I made of Mitchell, is on my books or not. Whether that went through my books I am not sure. I bought some three or four thousand dollars' worth of candles there. I got the contract by regular bid.

Q. How about Stetson? Did you get any commission from him?—A. That is the same relation with Noblitt's case. No bargain has ever been made in any way. Stetson is an old friend and neighbor, and I told him that any service I could render him I would. I would inquire and find out anything that there was going on. If I found out that there was going to be any coal purchased anywhere, I would tell him, so that he could get his vessel and put his bids in. There was no bargain, and he has never paid me any money, and never has agreed to pay me any money, but I supposed he would do so at some time.

Q. How about Gaspell?—A. There has been none with him.

Q. Have you had an arrangement with any Baltimore firm?—A. No, sir.

Q. Or with Mr. John Roach?—A. I know the man and that is about all. I have met him a few times, but do not know him intimately, and have never had any dealings with him whatever.

Q. Have you an arrangement with any other firms in the city of New York?—A. Yes, sir; I made an arrangement with Resingue & Co., lumbermen, of Brooklyn.

Q. Does Mr. Bigler also pay you a commission?—A. No, sir.

Q. Have you no agreement to that effect with him?—A. No, sir.

Q. Has he never at any time paid you any commission?—A. No, sir.

Q. Or given you any interest or part in his contracts?—A. No, sir; not to my knowledge. Speaking of Mr. Bigler, I have loaned him, and we have exchanged some paper. He got into financial trouble, and I have helped him. Of course on that transaction, if he is ever able, he will pay me a regular mercantile commission for the use of my paper. It has, however, been exchanged. That is, he took care of his paper and I took care of mine.

Q. Creed or Raymond?—A. Never a dollar.

Q. Wharton & Bros.?—A. Never a dollar.

Q. Watson and Pittinger?—A. No, sir; I do not know them.

Q. Have you mentioned all the parties dealing with the Navy Department, who have paid you a commission?—A. I do not know that I have. I would be glad if the chairman would give me a list of all I have named, in order that I may refresh my memory after leaving. If I can bring to mind others, I would like the privilege of bringing their names to you.

Q. Have you had any interest, fees, or commission, in connection with parties who have bought ships which have been sold, or iron sold from ships?—A. Never a dollar to my knowledge.

Q. Who were interested with you in the contract for supplying the Polaris expedition?—A. Nobody.

Q. Was not Mr. Matthews?—A. No, sir; Mr. Matthews may have furnished some goods for the Polaris. They were bought regularly of him, as they would have been of any other man; but he had no interest whatever except that.

Q. Have you at any time bought any material of any description from the Navy Department?—A. Not a cent's worth to my knowledge.

Q. If I understood you correctly, you have not been interested or received any fee or commission in any other claim collected from the Navy Department except that of Mr. Matthews?—A. That is all that I can recollect.

Q. Did you have any agency in the collection of the Secor claim?—A. Not the slightest. I do not know anything about it. I do not know the parties.

Q. Did you know the day and date it was paid?—A. No, sir.

Q. Did you have any interest, or do you know whether your brother had any interest, in that claim?—A. He did not to my knowledge.

Q. Or in the claim for the Governor?—A. Not the slightest, to my knowledge.

Q. At what time, if ever, was Paymaster-General Bradford located at Philadelphia?—A. I do not understand that question exactly.

Q. Was J. Q. Bradford, paymaster in the United States Navy, ever at any time stationed at this point?—A. I think not. I do not remember now that he was.

Q. At what time was he on duty at the city of Washington? I mean when he was appointed chief of the bureau?—A. About three years ago, I think. I could not give you the date.

Q. What have been your relations with him?—A. Intimate.

Q. Confidential?—A. Yes, I might say confidential. I am intimate with him. He is an old friend of mine. He visits my house. He has known me for a great many years.

Q. Is it not a fact that you procured Mr. Bradford to mention your name to Mr. Matthews in the city of New York?—A. No, sir; I never suggested it to him. It struck me like a clap of thunder. I never even suggested it.

Q. You had told Mr. Bradford that you were going to the city of New York?—A. No, sir.

Q. How did he know that you were going to the city of New York?—A. Mr. Matthews sent for me to go and see him.

Q. Did you contemplate going to New York and opening there?—A. Certainly, I meant to do business wherever I could do any.

Q. Did you communicate that fact to Mr. Bradford?—A. Yes, sir; and I think before I entered in with Mr. Matthews I put in a bid for some slate, and I was the lowest bidder, and furnished the slate to the Brooklyn navy-yard. I think I put in a bid for butter, and was the lowest bidder, and got the contract.

Q. You are distinct in your recollection that the first interview between Mr. Matthews and yourself was brought about by Mr. Matthews's instigation, and not yours? You had no agency in bringing it about?—A. I cannot say that.

Q. What do you say as to that?—A. I had mentioned my going into business. Mr. Bradford knew that I was going to do this business, and something may have passed between us on that point that I cannot recollect.

Q. You are a large borrower of money from Mr. Bradford, are you not?—A. Yes, sir.

Q. How long have you been such?—A. My books will show it, I presume. He was credited with the money when it came, and the interest is paid him regularly.

Q. Has any part of that money been borrowed from him since he has been in Europe?—A. No, sir.

Q. Where was he on duty when you borrowed it from him?—A. I cannot tell you. If you get the date of the loan from the books, it might be located. I cannot remember that date.

Q. The first entry is September 7, 1871, \$10,000. The next appears to be of date October 17, 1871, \$5,000. The next is dated January 13, 1872, \$1,667. The next is dated July 1, 1872, \$2,333. The next is July 3, 1872, \$1,000; making \$20,000. He was then in the city of New York, was he not?—A. I think he was; yes, sir.

Q. Was that money actually loaned and passed to your credit?—A. It was actually loaned and passed to my credit.

Q. Was not that a part of the money derived from the Matthews arrangement?—A. Not at all. It never had a cent of connection with it. There was not a dollar of money paid or arrangement made with Mr. Bradford; not the slightest.

Q. You knew Mr. Bradford well?—A. Yes, sir.

Q. From what sources did he derive his income outside of his salary?—A. That I do not know.

Q. Did he have any separate estate or property? Can you furnish any explanation of the fact that he was loaning you that amount of money within that period of time from his salary? Can you reconcile it with his salary?—A. I cannot say where he got the money. He loaned it to me because I needed some money.

Q. Did you ever loan to any one connected with the naval service any sums of money?—A. No, sir.

Q. Have you not loaned to Mr. Russell, the paymaster at this place?—A. No, sir; I think not.

Q. Has not your firm loaned?—A. That I do not know. I cannot tell you. If there is any loan it must be registered on the books. We have loans and have due-bills probably of a good many friends who come in and are accommodated with small sums of money. It is a natural and common thing with merchants, and particularly with us. A good deal of that we never get back again.

Q. Who are the bondsmen of Mr. Russell?—A. I do not know that.

Q. Upon whose recommendation was he selected as paymaster at this place?—A. I do not know that.

Q. Upon whose recommendation was he continued here at this point after having been relieved?—A. I do not know that.

Q. Did you or your brother recommend or join in a recommendation for that purpose?—

A. I can only speak for myself. I never recommended Mr. Russell. I cannot speak as to my brother. I like Mr. Russell as a correct, straightforward man, and always did ever since I have known him.

Q. Are you not a creditor of his?—A. Not that I know of.

Q. I mean is he indebted to you upon any account whatever?—A. If he is it is on the books. There is nothing else. If there is anything on the books it is correct.

Q. Have you no due-bill or memorandum of indebtedness from him?—A. No, sir.

Q. Has he bought any real estate from you or from the companies of which you are a member?—A. No, sir, never.

Q. Have you loaned any money to the Secretary of the Navy?—A. Nothing but what will appear on our books that I can now recollect. During the crisis, at the time of the failure of Jay Cooke & Co., we were pretty well extended. It was pretty sharp work. Several times I taxed some of my friends pretty hard, and among them I think Mr. Secretary Robeson in one or two instances borrowed some money and gave me the party's check to use in case of necessity, and I did use it, but returned it. That probably may have gone regularly on my books and it may not. But our transactions shown on our books are that there has been some money notes and transactions between the Secretary and ourselves. It is impossible for me to pick them out in amount and date, but I refer to the account. The transactions are there on record.

Q. The books we have seen here show only that Robeson has from time to time loaned his notes.—A. Yes, sir.

Q. Does that correctly represent if such is the showing of your books, your debit and credit relations with him?—A. It shows all my relations with Mr. Robeson to my knowledge.

Q. What is the reason of a despatch from you:

“WASHINGTON CITY, October 4, 1873.

“To Hon. GEO. M. ROBESON,

“Care Paymaster Cutter, 29 Broadway, New York:

“Arrange matters with Cooke. Must make change in paper. Leave for home six to-day.”

A. That thing is not clear in my mind. In the purchase of the real estate between my brother and the Secretary at Washington, they borrowed money of Jay Cooke & Co. My brother was in Europe and I was to look after the paper. At the time of the failure and the crisis, or before that, this paper or note that was to be paid and taken care of here was sent to Washington. That note, I think, was \$8,000, if my recollection is right. I was a little short of money, and I took two notes, signed Irvin Maguire to the order of Alexander G. Cattell & Co. I went down and tried to get the note renewed. I found I could not do that. I got Mr. Stanton to discount those two Maguire notes and give me the money, and with the balance I renewed the note. That, I think, is the nearest explanation I can make of that transaction.

Q. That was an \$8,000 note?—A. I think it was \$3,000.

Q. And it was given for and on account of a purchase of certain lots in the city of Washington?—A. Yes, sir; those lots that Mr. Robeson and my brother owned on joint account. The deeds are in my brother's name, but they are jointly interested.

Q. You took up that note, and you were to do it according to the arrangement you had, by substituting the notes of Irvin Maguire with the indorsement of A. G. Cattell & Co.?—A. Yes, sir.

Q. What has become of these notes of Maguire? Have they been paid?—A. They were paid by money handed to me to pay them when they matured.

Q. By whom handed to you?—A. By my brother.

Q. Is there any entry upon your books that will show that transaction?—A. I do not know whether there is or not. I am not sure of that.

Q. If it was, it would appear about the date of this telegram, would it?—A. I think so.

Q. If it does not appear at or about that date you would say that the transaction is not upon your books?—A. I cannot recollect about that telegram.

Q. If it was not entered upon your books where would it be entered?—A. There would be no entry of it on any of my books, particularly if it pertained to a matter of my brother's.

Q. What are your relations with Paymaster-General Watmough?—A. Pleasant, friendly.

Q. Intimate?—A. I do not know that I can say intimate. I have known him for a great many years. He is one of our own people.

Q. From this city?—A. Yes, sir.

Q. State if you joined in the recommendation made for his appointment or designation to the place that he now holds?—A. No, sir.

Q. Were you advised that he would be assigned prior to the time that he was so assigned?—A. No, sir.

Q. Had you any interest with your brother in his business in Europe?—A. No, sir.

Q. I will now call your attention for a short time to your books. I find upon your ledger two accounts opened, one against E. G. Cattell and the other against E. G. Cattell, No. 2.

For what purpose is that distinction made?—A. I thought my book-keeper would explain that to you. E. G. Cattell No. 1 is the general account and E. G. Cattell No. 2 is for articles purchased. If I purchased them for anybody they could pay me for and outside of my own regular E. G. Cattell account.

Q. That would be, then, a small amount?—A. Yes, sir; that is, I do not know which he has got, No. 2 or No. 1, the small account. He would make the entry on that book as I would tell him to open the account No. 1 or No. 2. That was for my convenience. He had the figures to attend to and see that everything was kept right and straight as far as dollars and cents were concerned. I could not tell you now whether No. 1 or No. 2 is the large account, but one I know is large and the other small.

Q. I understood you to state that all of the funds which you raised for political purposes were for expenditures in the State of New Jersey. Was I correct in my understanding?—A. Yes, sir; I may have sent some to New England. I think I did once or twice.

Q. I observe in your cash-book, page 279, an entry in these words, "A. G. Cattell, October 1, sent O. P. Morton check for \$1,000." Do you know what that was for, or what it was about?—A. No, sir; I do not know O. P. Morton.

Q. Do you know Senator Morton, of Indiana?—A. No, sir; I do not know him personally, and I did not know his name was O. P. Morton. My recollection is that that is his name.

Q. I observe here an entry, "E. G. Cattell, No. 2, received from H. N. & Co. \$350."—A. I do not recollect. It has been some outside operation. I do not know who H. N. & Co. are at this moment.

Q. I observe upon page 19 of your cash-book, during the year 1871 under date of June 21, "E. G. Cattell, No. 2, paid you \$6,163.05." Below it, "Commissary account paid you \$727.30."—A. I cannot explain why a commissary account should be paid mo.

Q. What does the commissary account refer to?—A. I do not know what it is. I did not know that word was in my book. I do not know why the young man made the entry.

Q. Turning to the other side of the account on page 18, under the same date of June 21, I call your attention to the entry, "Aretie expedition received from you E. G. C., \$5,228.71. G. M. Robeson received from you \$1,851.72."—A. I cannot explain what the transaction was. It is all proper. That is money that I had used in the expedition.

Q. Is that money which came into hand?—A. No; to pay bills with. That was paid to me to pay these bills.

Q. But this is E. G. Cattell, No. 2 and that is E. G. Cattell, No. 1?—A. My book-keeper must explain that. It is right.

Q. Is not the true explanation there that you in your proper person received the sum of \$5,228.71 from the Aretie expedition, and did you not upon the same day receive from Geo. M. Robeson \$1,851.72?—A. I do not know why the entry was made there, but if it was put on there it is right. I cannot explain why it was made. It was right, however.

Q. That is "E. G. C.," meaning yourself?—A. Yes, sir.

Q. And here on the credit side of cash is the entry, "E. G. Cattell, No. 2, \$6,163.05, with the commissary account paid you, \$727.30." Does that commissary account refer to this item, "Received from A. Minnis, net proceeds, Wyoming?"—A. No, sir; I think not. I would rather, however, that the book-keeper should explain that account. I cannot explain it as I am not an accountant. His instructions are to see that the thing is kept right. To remember the connection of that, is impossible for me to do. He has done that for some reason.

Q. Under date of April 18, 1871, an entry appears upon your cash-book as follows: "E. G. Cattell, No. 2, received from your loan \$1,000." In the same book, of date March 11, 1871, "E. G. Cattell, No. 2, received from your loan \$960." In the same cash-book, on page 410, under date of March 30, 1871, "E. G. Cattell, No. 2, received from your loan." Can you explain what those transactions were, and who they were loaned to?—A. It was loaned by me to the firm out of my private account. I have loaned money to the firm whenever I had money which I did not want to use. That is, whenever they needed it.

Q. What did I understand you to state about your account No. 1 and No. 2?—A. I shall get you to have the book-keeper explain why he has kept that in No. 1 and No. 2, and what the difference is.

Q. Allow me to say that your book-keeper, for an explanation of these entries, has referred us to you.—A. Then I must look at it and answer it as best I can. I want the committee all to understand that I am no accountant.

Q. There appears to be, upon your ledger, an account of Elijah G. Cattell, the last footing up of which, on the debit side, is \$142,004.57, and upon the credit side, \$182,594.81. That is Elijah G. Cattell, No. 1?—A. Yes, sir.

Q. Upon your ledger, page 313, appears E. G. Cattell, No. 2, and upon the credit side this entry: "By balance transferred from folio 275, \$221,121.28." Now, turning to folio 275 I find, upon the 17th day of April, 1873, a credit of \$180,017.73; May 16, \$18,504.93; September 17, \$25,598.62, there being one debit item in that account of a later date than January 21, 1871. On page 352, on the cash-book, appears an entry, "E. Cattell, No. 2, received from E. G. Cattell at various times, and sums from November, 1870, transferred from memorandum due-bill, \$180,017.73. The next credit appears under date of May 15, 1873, \$18,504.93.

Under date of September 17, 1873, \$25,598.62. Now, are you able to tell the committee from what quarter these sums of money were derived?—A. A part of that money has been derived from the receipts of money that I have made in my Navy operations and other outside operations. I have many operations outside which you will ascertain about, of course. I have made money and have had it kept on a memorandum, and then credited in a lump.

Q. Now, Mr. Cattell, No. 2, from what quarter did you pay to anybody, either in the shape of settling his accounts or in any other way, any sums of money to anybody connected with the public service?—A. I desire to have that question explained, because I do not understand it. I have never paid any money to any public officer in any settlement of accounts in any way. I never have. I do not quite understand whether that was your direct question.

Q. From the account of E. G. Cattell, No. 2, have you disbursed or paid in any way any sums of money, directly or indirectly, to any one connected with the public service?—A. I have not, that I can recollect. Would this statement be an answer to that question: That in No. 2 nor no other account have I done such a thing as to pay money. I will state that under oath if that will cover your question whether it is in any particular account or not. I will say, under oath, that in that account or in any other account, or in any way, I have not made any such settlement or payment to any officer of the Army or Navy or anybody else.

By Mr. BURLEIGH:

Q. Or gifts?—A. Or gifts, except some trifling matters that I think I have named; nothing of moment. No settlement, no payment, no buying of a man to get him to do anything. In no account, either No. 1, 2, or any other account, have I paid out, given, or suborned a Government officer.

By the CHAIRMAN:

Q. Let me, then, go a step further. Independent of any purpose or object that you may have had in view to corrupt or suborn you have not given anything of value to any one connected with the public service?—A. If that question will cover any little thing I would not like to answer it; but I am now speaking of anything that would be calculated to produce a wrong or to suborn a man. I do not know but what there might be some little thing that I could not call up, and I want you to understand that if there is anything it is some small affair. There has been nothing of moment or of large amount. There have been some small things which have been given, perhaps, that I probably would not remember about at all, and it would have no effect upon a person or be in an amount that would have any effect upon any man.

Q. Independent of any purpose that you or any one might be supposed to have had in making a present or a loan, or giving any accommodation whatever, have you conveyed, as a matter of a friendship, any such thing?—A. Yes; and it has just come to me at this moment—I did loan \$1,000.

Q. To whom was that loaned?—A. H. E. Offley. He was then chief clerk of the Navy Department. He was trying to get a situation with Jay Cooke & Co., to leave the Navy Department, and this loan, as I understand, was to help him get ready for that.

Q. As a mere act of friendship in your own opinion have you loaned or given to any one connected with the Navy or their families any sums of money or any property, jewelry, dry-goods, or anything else?—A. No, sir; not to my knowledge.

Q. Now, referring to the account of E. G. Cattell, No. 2, I find on your journal under date of June 4, 1870, "E. G. Cattell to U. S. Grant, transfer entry, \$70.29."—A. That money was paid me, and, of course, charged.

Q. Have I read the entry correctly?—A. I suppose so. Mr. Grant bought some oats and the money was paid to me. I should think Mr. Warr could explain why that entry was made in that way. The oats I was sending to Mr. Robeson. He had been talking about the nice quality, and they sent to me for a hundred bushels.

Q. That Grant purchase appears to have been of date, June 4, 1870, and supplied June 17, 1871, and then settled in the manner stated on the book; that is, by a transfer entry. That is, you were charged with the sum and he was credited?—A. Yes; I frequently got money out, and I came in and said, "That is paid, but I have used the money." I have no doubt this may be an entry of that kind. Mr. Warr ought to be able to explain how that entry is.

Q. These books purport to be the books of the firm of A. G. Cattell & Co., do they not?—A. Yes, sir.

Q. There is then an account opened against Elijah G. Cattell?—A. Yes, sir.

Q. That would properly be your individual account, would it not?—A. I cannot answer that question. My book-keeper, to keep his moneys and things straight, would have the privilege of opening any and all accounts that he saw proper on the books, unless I suggested to him something, which I did not often do, because, not being a book-keeper or accountant, I left it to him.

Q. Did you never suggest to him the opening of the account of E. G. Cattell, No. 2?—A. Well, sir, I might have done so, but I do not remember it.

Q. For what purpose, if you did do so, was it done?—A. I could have had no special purpose except that it would probably make the account plainer and easier.

Q. I ask you as a matter of fact, and after your attention has been called to the entries on the cash-book, if the money that you derived as your commission or interest in your Navy contracts or Navy business, did not enter into the account of E. G. Cattell, No. 2?—A. That I do not know.

Q. Have you not in substance said so already?—A. If I have, I have said what I do not fully understand. I do not know. I could not say. My book-keeper, if he was here, could explain whether it is or not so. I cannot tell you that.

Q. When you received checks from Mr. Matthews, for instance, to the credit of what account did the various sums of money pass?—A. The sums of money all ought to pass to my own individual credit; every dollar that came to me ought to pass to my own individual credit.

Q. Ought they to have passed to the credit of E. G. Cattell, No. 1, or E. G. Cattell, No. 2?—A. That I cannot tell you.

Q. Did you give any instructions to your book-keeper to retain these amounts and not enter them upon your books?—A. Certainly. It has been our practice for a great many years, and I do not think it a good one and stated to my folks so, to carry memoranda in our drawer and not enter them on the books—too many of them. It has annoyed me a good deal, and yet I have slipped imperceptibly into carrying these memoranda and carrying this cash, and then at times making proper entries of them.

Q. State how you carried these Matthews receipts. Did you pass them to your credit or to the credit of your firm, or did you make memoranda of them and keep them in your cash-drawer?—A. If they needed something, my instructions were that if I was from home and any checks of that kind were received to use them and give me credit for them. If I was about and did not want to make any deposit myself, I would hand them to either one of the young men, generally the book-keeper, and tell him to take that and give me credit for it on the books and use it.

Q. If he did that at the time that you passed the checks to him how is it that this large sum of money has accumulated and is made in lumping entries?—A. Because that was kept on memoranda.

Q. Then it was not passed on the books?—A. It was passed to my credit. I did not know whether he was keeping it on a memorandum at the time.

Q. Did you not instruct him to keep memoranda?—A. I do not remember whether I did or not. I never conceived that it would make any difference to anybody whether it was on my book, or whether it was on a memorandum, and I do not know now whether I instructed him or not.

Q. Under whose instructions did you deposit to the credit of G. M. Robeson, in the Camden State Bank?—A. Under his instructions.

Q. From what quarter did those deposits come?—A. Money from him.

Q. Did you not deposit in advance of money from him?—A. I may have done so; but whatever deposits and whatever transactions have occurred, are entered regularly on the books. I may have some letter requesting me to do that thing for him. There was some money transactions that he was very short in, and I may have helped him in that particular; but whatever has been done in my department has gone regularly through the books, and to undertake to explain that I could not.

Q. Calling your recollection back to the statement which you have made, as I understand you, you have never loaned to Mr. Robeson any money?—A. Yes, sir; that is my recollection, excepting what is entered regularly upon my books. You will understand me, that whatever has been done, nothing has ever been done that has not been regularly entered, and you will find that on the books. Whatever is there, is correct, as I believe. To undertake to explain and keep in my mind a thing that I am not familiar with, I cannot do. My young man has been with me many years, and I believe his figures are right, and his accounts are right.

Q. Turning to Mr. Robeson's account, page 124 of your ledger, the first entry I find there is, "Bills payable, \$10,000;" what explanation have you as to that?—A. Borrowed on loan account.

Q. Next following in date I find that transaction apparently renewed?—A. Yes, sir.

Q. The next in date, October 15, 1869, on the credit side of Mr. Robeson's account appears \$5,381.25; that is closed in the year 1869, Mr. Robeson apparently having drawn out the money. Now, commencing March 12, there is \$500.—A. The book-keeper will have to explain that account.

Q. Look at that further: During the year 1870, down to the statement as it appears on this page on your letter-account, Mr. Robeson appears to have received from you \$7,352.38, the credit side of his account being March 14, 1870, \$1,091.25: that is carried then to folio 126?—A. It was all closed up.

Q. When?—A. October 13, 1871, as it states on the book.

Q. That large amount of money you were carrying for him until it was so closed up?—A. I will get my book-keeper to explain that. I know I borrowed and exchanged notes with him and different transactions of that kind, but that part of it I do not recollect about.

Q. Calling your attention to that account, see if you did not, at periodic and stated times

deposit to his credit in the State Bank, at Camden, about the same amount of money?—A. I did. I had in my hands at the time in my safe some bonds to re-imburse me as I needed it. They were laying in my safe, or at least my young man had them there, and either he or myself went out and sold them as we needed it.

Q. That being your answer, I ask you if your books show during the years 1870 and 1871 the sale of but two bonds, one being a sale in which the sum of \$1,091.25 was realized and the other a sale in which the sum of \$1,678.87 was realized?—A. I do not know whether that entry would be a sale of bonds or whether it would be money; whether I would hand it to Mr. Warr as so much money, or whether it would be entered as a sale of bonds. It might occur one way or it might occur the other.

Q. Did Mr. Robeson have bonds on deposit with you?—A. Yes, sir.

Q. To what extent?—A. Never more than \$4,000 or \$5,000, I think, at any one time.

Q. For what purpose did he have them on deposit with you?—A. It was in view of the Camden Bank—to pay his check on the Camden Bank and bills that he would buy that I would pay for him. Those matters all are charged on the books; Bodine's and Caffrey's bills.

Q. If you had the bonds in your own hands, and were authorized to sell them, what was the necessity for you checking on the Camden Bank?—A. I did not check on the Camden Bank. I have no account in that bank.

Q. I ask you then why it was that you made a deposit in the bank at Camden?—A. By request of Mr. Robeson that he had checked on the bank and his account was overdrawn, or that he needed money in the bank.

Q. Does it not appear on the face of Mr. Robeson's account that you carried a large balance for him over a year?—A. Not a large balance. There is a few thousand dollars.

Q. Upon which no interest is charged, is there?—A. I think not. The amounts that are carried for over a year do not amount to over \$7,000.

By Mr. BURLEIGH:

Q. I understood you to say that A. G. Cattell & Co., the old firm, and A. G. Cattell & Co., the new firm, Aleck G. Cattell and E. G. Cattell, had separate bank-accounts?—A. Yes, sir.

Q. Who keeps those accounts?—A. Mr. Warr, I suppose.

Q. Does he keep the account for all four?—A. I do not think he keeps A. G.'s account.

Q. He keeps E. G. Cattell's bank-account?—A. Yes, sir.

Q. Does he keep that separate from the firm of E. G. Cattell & Co.?—A. Yes, I believe so. I keep nothing but a simple bank-book, and it lays there in my office and they know what money I draw out. It is settled up very often.

Q. You said that you had other business outside of the firm, and among other things that you had dealt largely with the Navy?—A. Yes, sir.

Q. Where does it show on your books that you have had large transactions with the Navy?—A. It does not show. Our firm has not had large transactions that have gone regularly through the books. What transactions have been made with the Navy have been on my own individual account.

Q. Did you have large transactions with the Navy, individually, without any books showing those transactions?—A. Yes, sir; certainly.

Q. Where is the credit of the money received from Matthews, and other accounts?—A. I could not in any way separate it.

Q. Does that money appear on your book as received directly from Matthews, or any one else?—A. No, sir; not always. I am not clear how that has been entered.

Q. You have charged \$3,000 for political expenses?—A. Yes, sir.

Q. You collected that money, did you?—A. Yes, sir; a part of it.

Q. Should not your books show of whom and what part you collected?—A. No, sir; it would not show at all. I would hand them so much money.

Q. How could your book-keeper keep his books and make his cash-account come square?—A. I expect by a memorandum. He will have to answer that question. I suppose it would be through a memorandum which would keep his cash straight.

Q. Did he keep that memorandum by your order?—A. I cannot say as to that. I do not say that he did not nor do I say that he did.

Q. You have said that you were not a book-keeper?—A. I have.

Q. Did you not keep a private memorandum, the balance of which was \$180,000, and have that credited to you on the books?—A. No, sir; I have said that I had no books at all.

Q. And you did not keep that memorandum?—A. Not at all. I know nothing of how the memorandum was kept, to my memory. I had no book. Mr. Warr kept that memorandum himself entirely.

Q. You have stated that you yourself were the old firm of A. G. Cattell & Co.—A. Yes, sir; virtually.

Q. State your reasons for not entering on the books the money received from these commissions, to the amount of \$180,000.—A. That was a private matter. I had two children, and I wanted to confine their attention and their energies to the business that I brought them up in, and which I desire them to follow all their lives. I did not want them to be-

come estranged or to know anything of the transactions, and consequently preferred to do that business in my own name and in my own way.

Q. You have said that the book-keeper kept this memorandum, and of course he must have been familiar with all the details?—A. Yes; but my sons were not. I am now speaking of my sons.

Q. Was there anything about it that your sons should not know?—A. Nothing, except that I did not care about their knowing it. They did not know the amount I was doing.

Q. Did not your sons know that after the end of two years you had yourself credited with \$180,000?—A. I do not think they looked at my books.

Q. Did not your son know that you were receiving check after check, and that money was pouring in upon you; and did he not indorse those checks?—A. Yes, sir; he was instructed to do so.

Q. Then what could be kept from him?—A. There was not much of that.

Q. We have checks lying on this table for \$140,000, which your book-keeper has testified came as part of this money; is not that much?—A. That is true.

Q. Was not this really an unmerchutable transaction?—A. It would not have been an unmerchutable transaction if it had been in a regular business.

Q. A man hiring another to keep his own books, would not that be an unmerchutable transaction? You had a book-keeper to keep your books. They were opened; he made the entries in them. Why should not he have made the entry in the book and shown out what your standing was rather than put it on a memorandum and keep the memorandum alive for two years?—A. That I could not tell you. I could not tell you why that was done.

Q. I will ask you a straight question: Was it not done for the purpose of covering up certain receipts and expenditures of payments?—A. No, sir; because I would not have had it transferred to my ledger if that had been the reason; that is entered. Every dollar is entered on my books.

Q. In a lump sum?—A. Yes, sir.

Q. In regard to commissions on goods purchased of Matthews by the Navy Department, on what ground did you claim commission of him, or the other parties?—A. For what I considered services that I could render them, either in not being an opponent, or in getting knowledge of necessities that they wanted in the Department.

Q. Take Mr. Matthews, for instance; did you and Matthews make up your minds that you two, or one of you, could control the Navy Department business against all others?—A. No, sir.

Q. Why did you assume this, apparently?—A. Because Mr. Matthews was a man of capital, a man of ability, and had much experience in the Navy business, and I considered that I was worth something in the way of help to him, and therefore we formed that connection.

Q. How many others are there in the entry, men of capital and of knowledge of business, that could have competed with you if they had no other advantage than you had?—A. I do not know that.

Q. Now, with regard to the other parties from whom you got commissions; did you say to them that you would contend for the business that they had if they did not pay you a commission?—A. No, sir; I did not.

Q. What inducement did you hold out to them to get them to pay you a commission?—A. To join them and help them.

Q. Who is E. G. Cattell, No. 2, on the books of A. G. Cattell & Co.?—A. E. G. Cattell.

Q. Simply yourself?—A. Yes, sir.

Q. When the account of E. G. Cattell, No. 2, was opened on the books, was it or was it not for the purpose of entering such transactions as you had with people dealing with the Navy?—A. I could not say.

Q. Does it not embrace in the account dealings with the people in the Navy Department very largely?—A. I cannot tell. I should suppose that taking the two accounts they largely represent dealings with the Navy.

Q. I mean the account of E. G. Cattell, No. 2, only.—A. I do not understand the distinction between No. 1 and No. 2, but they pertain to it, I have no doubt, largely.

Q. There was an object, without a doubt, in having No. 2 account opened?—A. Not that I know of. I do not know why it was opened.

Q. Would it not necessarily be complicated on a set of books to have two accounts kept for one man?—A. I do not know why it was done.

Q. Was it not done by your orders?—A. Not to my recollection.

Q. I observe that it did not run a great while. You know that?—A. No, sir; I do not know that.

Q. You will observe by the books that it ran but a little while as an open account. I notice that soon after the account was opened regularly it was closed?—A. I do not know why it was closed.

Q. I also notice that George M. Robeson had an open account with your firm at that time in which he was receiving round sums of money, and that this account was closed about the same time that items ceased to be entered in the account of E. G. Cattell, No. 2.—A. That is so.

Q. Mr. Robeson's account and E. G. Cattell's account No. 2 closed about the same time

in 1871?—A. That was closed by the sale of the bouds, as I have said to the chairman. The books will show when they were closed, [referring to books.] The last sum of money paid on Mr. Robeson's account was July 10, 1871; and the last open item on Elijah Cat-tell & Co.'s account was June 21, same year.

Q. Here is another matter to which I called your clerk's attention, and he could not explain: June 21, 1871, there appears to be a charge of \$1,851.72 charged to Mr. Robeson. Do you know whether he paid the money into the concern for that sum or whether you told your clerk to give him credit for it?—A. He paid the money into our concern.

Q. Do you remember that?—A. I do not remember it, but I know it must be so. It could not have been in any other way.

Q. Might not that have been taken from the memorandum which you kept?—A. No, sir; there was nothing of that kind done, to my knowledge. It was done against my knowledge of it if it was done.

Q. You have admitted that these accounts were closed at about the same time?—A. No, sir; excuse me; I did not admit that.

Q. But the charges against Mr. Robeson ceased, and the open account against E. G. Cat-tell, No. 2, ceased about the same time, did they not?—A. Yes, sir; that is correct.

Q. How do you account for that? Did your business relations with Mr. Robeson cease at that time?—A. The only business relations that I have had with Mr. George M. Robeson are shown on that book. They show when they ceased. Any transactions would be entered on the books and given to the book-keeper, Mr. Warr.

Q. Is there not an understanding between you and your brother in regard to having some of this money you received?—A. Not at all. On the contrary, he has discouraged and tried to prevent me from doing as much business as I am doing; thinking it might at some future time politically damage him. He did not want the money or care for it.

Q. I do not understand you are doing any business outside the grain business except the receipt of money?—A. O, no; my books do not show my saw-mill, or the silver-mines, or the investments which I have in every direction.

Q. It shows that you have stock and receive dividends?—A. Yes; but I am operating all the time.

Q. Is there not any partnership in this money or these moneys received in this way between you and any other man?—A. Not between me and any other man.

Q. Or woman?—A. Or woman.

Q. Or person?—A. Or person.

Q. Is it not very remarkable that you should control this business in this way?—A. I may be egotistical if I state that I do not think it is.

Q. Do you not know that these men, and almost these men only, get open orders?—A. No, sir; I do not know that. I do not know how they get their orders. I know that there are a great many of them by regular bids.

Q. You don't know that they submit prices and that they are accepted?—A. I do; I know it has been done in some instances.

Q. Is it not the case with very large quantities of goods?—A. Not to my own knowledge. I do not know if it is so.

Q. Were you not in the time of the Virginius excitement in receipt of a large amount of money from these sources—that is, from parties who had business with the Navy?—A. What you might call a large amount of money might not be considered a large amount. I did a good business during that time. I was industrious.

Q. Do you know whether it was open purchase or not?—A. I do not.

Q. How could you be attending to business if you cannot say that—that is, if it was an open purchase or contract?—A. That was not a part of my business.

Q. As I say, we cannot find any part that you did except receiving money?—A. I did a great deal of work. I think I earned my money.

Q. Where is the memorandum of your receipts and expenditures from June 21, 1871, to September 17, 1873, on which you got a credit of \$180,000 or more?—A. I have not got any. I do not know what has been done with it, and I never saw it. I may have taken up that memorandum to see it for some purpose or another, but Mr. Warr kept that memorandum in his drawer with many others. I may have more confidence in his integrity than I ought to have, and probably but few have had more confidence than I have had in him; but he has been honest to a dollar in our concern.

Q. Do you believe that he would have destroyed that memorandum without your knowledge or consent?—A. It was of no value to anybody. There are plenty of them, I presume, that he destroys after he is through and makes his entry.

Q. Was not that a memorandum showing a very large transaction?—A. It did not show any transaction. All it showed was cash received. It did not show who it was from. It was not a memorandum of reference. It was simply a memorandum to him to keep the amount. If he happened accidentally to know it was a Matthews check he might put on that memorandum, "Matthews's check;" but if it was \$6,000 or five, or \$1,000, in cash, he would put it down as cash. It was not an account or account-book. If it had been it would have been very strange if I did not know about it, or for him to destroy it; but it was not an account-book. He kept that for his memorandum to keep the cash, if my head is clear, . .

Q. Would it not be a very strange circumstance for any merchant doing business in two years to the extent of \$180,000, and making that entry on his general books in one sum, to destroy the original entries?—A. I can answer that question, but it would look rather against us and against me.

Q. Can it help looking so until you bring the book forward?—A. Certainly it can.

Q. Will you bring that book to us?—A. There is no book, and there never was a book.

Q. Will you bring that memorandum?—A. I know nothing about that. I never have seen it, to my recollection.

Q. Was not the money which you received from Matthews and other people from whom you received commissions for doing business for the Navy entered on this memorandum?—A. It was put down as cash, and nothing else. \$1,000 or \$2,000, or six, or five, was put down, as I would get it.

Q. As you would pay it out you would put it down?—A. No, sir. I would hand it to my book-keeper, and the credit is on the book of all the money I have ever received for that and everything else.

By Mr. JONES :

Q. Are you not considered as a first-class merchant in this city in the mercantile business?—A. I should dislike that to go on paper.

Q. But are you not considered as one of the able merchants of this city in regard to your business and the manner and mode of your doing it?—A. I have the credit of accomplishing more in business matters than most men of my age. For twenty-seven or twenty-eight years I have been a successful merchant in Philadelphia.

Q. Did you not state before this committee that about 1870 or 1871 you were not satisfied that you were making what money you ought to make in your business, and you thought you would commence outside in other operations?—A. Yes, sir; I said that.

Q. You did so?—A. Yes, sir.

Q. You made this connection with parties here furnishing goods of different kinds to the Government?—A. Yes, sir.

Q. In this connection they were to pay you a certain percentage upon the amount of gross receipts that the Government paid to each?—A. Perhaps I have made a little error there in saying gross receipts. I think it was on profits.

Q. I think you stated gross receipts, some five per cent. and some ten per cent. You spoke of some felting or roofing company?—A. Well, there was a wide difference, and it might have been a small mistake also. It was 5 per cent. on the profits and not 5 per cent. on the gross amount.

Q. From these parties?—A. Yes, sir.

Q. That was the understanding which you had with parties who furnished materials to the Government of different classes?—A. Yes, sir; I believe that was it.

Q. I understood you to say that you never had kept any books, or made any entries upon your books, except what you carried in your pocket as a memorandum?—A. Yes, sir.

Q. Was this account that your clerk, Mr. Warr, kept, on a slip of paper in the drawer or in a pass-book such as a man would carry in his pocket?—A. It was on slips of paper, I think, two or three pinned on as one would get full, making a little book of it. I think that is the way it was kept.

Q. It was a pass-book made by him?—A. No, sir; not a pass-book.

Q. But in the same form or shape?—A. No, sir; long-wise I think. Perhaps I could bring you one of the same kind lying in the drawer, as we keep them.

Q. According to the statement which you have made to the committee in regard to your mercantile knowledge of doing business do you not think it is very peculiar that you should receive \$180,000 from these different parties, and for three years there should be no entries made on the books of the concern, which you owned wholly yourself, the parties who were connected with you being only clerks on salary? Providing that the fact of its running for three years should appear in the city of Philadelphia, what would be the opinion of your knowledge of how to do business?—A. I should think that in a transaction of that kind in a general business it would not look mercantile, but in a business of my own it was my right to either keep or not keep any account at all. A great many people in outside operations do not keep any account.

Q. All other business, with the exception of this, which you have ever done, has been entered regularly on a set of books?—A. O, no; if I would make a transaction or a sale of a piece of real estate, or purchase and sell some stocks, or give my wife or daughter or son some money, it would probably not come into the concern at all; or I might hand Mr. Warr so much money and tell him to give me credit for it, and there would be no entry made of it.

Q. Is that the way you have disbursed the money made on these different operations on which you claim to have received 5 per cent. of its profits?—A. No, sir; it has all gone on my books; that is, everything I have received from the Navy, most of it has gone on books.

Q. What books?—A. They have been credited on our books there; that makes the amount.

Q. Have you ever invested, for any one, any of this money that has been received from

any of these parties from whom you received 5 per cent.?—A. No, sir; it is all shown in my business.

Q. Did I understand you to say that you were advised by A. G. Cattell some time ago to get out of this business?—A. No, sir.

Q. Not to furnish the Government as much as you did?—A. Not to furnish the Government as much as I did.

Q. For fear that it might injure him politically?—A. For fear that it might reflect upon him politically.

Q. What was his object in saying that it might injure him politically in the future?—A. I do not know what his object was.

Q. What inference did you draw from it?—A. That it might injure him politically.

Q. Why would your doing business with the Government injure him politically any more than if you did it with an individual?—A. I cannot answer that question.

Q. Would it be in the manner in which you kept your books?—A. No, sir; because he did not know that, and don't know it.

By the CHAIRMAN:

Q. When did you see Secretary Robeson last?—A. I saw him as I came through Washington.

Q. When was that?—A. On my way home.

Q. When was that?—A. When I got home, I went from there to New York. From New York I went to this office.

Q. You have seen him, then, within the last three or four days?—A. Yes, sir.

Q. Did you talk over your business matters with him?—A. Not a word.

Q. Was nothing said about them?—A. Not a word was said about any business matters. We talked about the investigation, and he said that it was going on.

Q. When did you see him before that time?—A. I had not seen him for a month.

Q. Had not he recently told you that you had brought discredit upon him?—A. Not to my knowledge. I have not seen him. He could not have told me.

Q. Has he not become offended with you?—A. I think he has been offended with me, and has headed me off wherever he could. I have been a good deal sore at him.

Q. How long has that soreness continued?—A. For eighteen months, I guess; that is, so far as business went I have been sore.

Q. During that period of time have you not been on most intimate relations with him and his relations?—A. Yes, with him; not with his family; still, he is opposed, and would oppose every man that he knew I was doing business with. He would throw any obstacle in their way that he could.

Q. Mr. Robeson is a man of wealth, is he not?—A. I do not know that; I don't think he is.

Q. He never has been a man of wealth, has he?—A. No, sir; I think not. I don't think he has much money.

Q. Did you not, as late as the 7th day of March last, borrow from Mr. Robeson his two notes, one being for \$5,120 and the other for \$4,080?—A. I think I did; he would loan me his notes if I would agree to take them up. I have had a number of notes, and have had them discounted, and paid them.

Q. Did you borrow from him notes of that amount?—A. I think so; if it is on my bill-book, it is right; if they were entered there, they were handed to Mr. Warr.

Q. Is that the Philadelphia way of showing soreness between parties?—A. O, that was not that kind of soreness; if I undertook to convey that, I did not mean that it was that kind, but it was soreness that he did not want me to get business with the Navy Department.

Q. You had not been doing business in your own name with the Navy Department, had you?—A. No, sir.

Q. He did not know of your contracts and agreements with these other parties?—A. He did not to my knowledge.

Q. Then you were not doing any in your own name, and he did not know that you were doing it in the name of others. Why did he get sore?—A. He did not know how I was doing it or where I was doing it; but he knew I was doing it. I made no disguise of being everywhere, where I thought there was an opportunity. I did not disguise this thing; I was not doing it surreptitiously; I was doing it openly, and doing it the best I could.

Q. When you say you were doing it openly, did Mr. Robeson or anybody else know of your connection with Stetson, or Noblit, or Matthews?—A. No, sir; that was not a thing that I would be likely to spread to anybody.

Q. Then where did you do anything openly: it was a very small amount, as I understand?—A. Yes, sir; the amounts were not so very large.

Q. Then I go back to the point again, if you were doing so small a business, why should the Secretary of the Navy feel any concern about it?—A. I can only answer that question by saying that probably my brother might have asked him to do so. I can only account for it in that way.

Q. Then the relations between your brother and Mr. Robeson must have been very inti-

mate?—A. They have always been intimate, and more so a great deal than myself. They were old political friends together, and I was not.

Q. Did you never ask your brother to interfere with the Secretary in your behalf in any way?—A. I have.

Q. Did he do it?—A. Not that would result in anything.

Q. Did you not tell your brother that you were interested with Matthews and these other parties?—A. I did not tell him that I was interested with them. He knew I was interested with some.

Q. Did you not tell him to use whatever influence he had for the the purpose of getting these contracts?—A. I cannot remember that, sir.

Q. Are you not too good a business-man to neglect an opportunity of that kind?—A. I do not think I would neglect an opportunity where it would help me, but I do not remember that.

Q. You said, in answer to a question propounded to you by Mr. Burleigh, that most of these parties were successful bidders?—A. Yes, sir.

Q. Do you mean the bidders at the annual lettings?—A. Many of them at the annual lettings.

Q. Give the name of one of those parties who was a successful bidder in the annual lettings to any large amount.—A. Mr. Matthews is one, I think. I am not positive.

Q. Would you not be surprised to learn that since almost the date of your connection with him he has not been a bidder at the annual lettings at all?—A. I would be surprised. I know he was at the Marine Corps, because I helped to make out the prices.

Q. In any other branch of the service?—A. I think so, but I do not know to a certainty.

Q. Have you talked with your brother about the testimony that Matthews had given before the committee?—A. No, sir; nothing but what I saw in the papers.

Q. You talked with him about that, did you not?—A. I think I made some such remark as this, that Matthews's testimony, as far as I read it, was pretty nearly right; that it was the same testimony that I would have given if I had gone before the committee.

Q. Have you talked with your brother about his testimony given before the committee?—A. No, sir; I did not even see it. They say that it was published in the Philadelphia Ledger, but I have not talked with him about it, and have not read it. I thought of getting it, but have not done so.

Q. I understood you to say, in reply to Mr. Jones, that your commission received from these parties was 5 per cent. on the profits that they made. Now, if that be the case, and you have received from Mr. Matthews since the arrangement entered into with him over the sum of \$140,000, what would have been the profit made by Mr. Matthews upon his contracts with the Government? In other words, would not his profits have been in the neighborhood of \$3,000,000 to have made that yield of 5 per cent.?—A. No, sir; Mr. Matthews did not make any more than I did, and in some cases he made less.

Q. I am sticking you to your answer to Mr. Jones. You said that you only got 5 per cent. on the profits. Now, sir, I want you to figure out what would have been the profits to Mr. Matthews?—A. There is where—well, I was confused—that is, I was not confused, but I was bothered, whether it was on the profits; but I was going to get 5 per cent., whether it was on the profits or the gross amount; of course Mr. Matthews did not make—sometimes he would make 10 per cent.—that was about his aim; sometimes he would not make but 8 per cent., and probably not so much as that. So that, if I have made an error there it is an error which I did not mean. My arrangement was 5 per cent. on either one or the other, whichever is right, and I am a little bothered about that. I do not think he made any more than I did out of that transaction. I think the intention was to divide the profit equally. You will see that I was mistaken, because you know the amount of business that Mr. Matthews had done.

Q. Then, in relation to your contracts or agreements with other parties, do you think that you had 5 per cent. of the profits?—A. Would Mr. Jones or Mr. Burleigh, as merchants, put me right on that point? I was to have 5 per cent.; that was the agreement.

By the CHAIRMAN:

Q. The assumption is that the party will net 10 per cent. profit on their trades with the Government and you share that. Is not that it?—A. That is what I meant to say. If they made \$10, in other words, I was to have \$5; if they made \$15, I was to have \$7.50.

Q. You were to have one-half of the net profits with all these parties for all they furnished the Government?—A. Yes, sir; that was my arrangement. I had, of course, no intention to deceive you.

By Mr. BURLEIGH:

Q. If you found out that Mr. Matthews had made 20 per cent., would you feel justified in entering suit against him for that half of 20 per cent.?—A. I do not think I would. I have endeavored to impress upon him, and every other man that I had business with, that the Navy was different from individuals; that the Government was safe; and that goods ought to be sold to the Government at a moderate mercantile profit and no more in any instance; and when you could not get that to take even less than a fair profit—to sell to them because they were good.

Q. Have you preserved the stubs of your private checks?—A. No, sir.

Q. Have you preserved the stubs of the check-books of your firm?—A. I do not know whether they are preserved or not. I do not think they are. I presume after they get old they are thrown into the waste paper or something of that kind. We have been repairing our office, or remodeling it, and I think a good many of the old matters have been cleared out of the store.

Q. Have you paid any rent to Mr. Willard, of Washington, for anybody?—A. Never, to my knowledge. I do not remember that I have paid rent or a bill of any kind.

Q. Do you remember any payment made to C. C. Willard, of Washington?—A. I do not remember anything of that kind. If there is any transaction of that kind it may appear on our books. I have no recollection of it.

Q. Have you talked with Mr. Matthews recently?—A. No, sir; I was in New York, but did not go to see him, nor do I know of any one who has seen him since I read the testimony in the case. There is one man whom I do not think I have given the name of yet, that I have done some business for, and if I think of others I will tell you. I do not think I have mentioned Mr. Swift's name. I have done business with him, but never much. I have done not over \$15,000 or \$20,000 worth.

By Mr. JONES:

Q. That is, you have received that from him?—A. Yes, sir.

By the CHAIRMAN:

Q. Have you ever gone for any of the parties for whom you were interested, after they have secured contracts with the Navy Department, and solicited an extension of the contract?—A. I do not know that I have. I may have done so.

Q. Do you know who compose the firm of Offley & Co., bankers at Washington?—A. No, sir; I have never seen Mr. Offley but once or twice since he left the Navy Department.

Q. Has your firm, or yourself individually, or your brother individually, any stock in any banking-house or bank in the city of Washington, or in the town of Camden, N. J.?—A. Not that I know of.

Q. Do you know whether Mr. Robeson, Secretary of the Navy, has such stock?—A. I do not.

Q. Do you know whether he is interested in any bank in the city of Philadelphia?—A. I do not. We have stock in Philadelphia.

Q. Have you ever received any fees or commissions from Geo. T. Wallace, of Norfolk?—A. I do not know him.

Q. Nor William White?—A. No, sir; I do not know him.

Q. Of A. A. McCullough, of Norfolk?—A. I do not know him.

By Mr. JONES:

Q. When you spoke of Mr. Swift, you meant Mr. Swift, of New Bedford, Mass.?—A. Yes, sir.

Q. How long a time have you been connected with him in furnishing the Government with live-oak timber?—A. I think our connection commenced five years ago, but it was not continued.

Q. How long did it continue?—A. There were one or two operations amounting to not over \$20,000, and possibly not over \$15,000. From \$15,000 to \$20,000 was all that ever transpired between us, because I could not make any arrangement or connection with him. He was too independent.

Q. He thought he was strong enough to go alone?—A. Yes, sir; I made a proposition to him at the time to go into business, and get some land down in North Carolina. Five of us owned 300,000 acres of land down there, and I thought there was some live-oak on it. I looked around the city here to see if I could not find some man to go in and furnish live-oak. I found, however, that there was none on my property, and Swift knew that better than I did, but in one or two transactions he allowed me about \$15,000 or \$20,000. I cannot remember exactly the amount.

Q. Did you get the commission on the amount in gross?—A. That I could not tell. There was no bargain of that kind.

Q. Have you got your own private bank-checks that you have used in the banks, or the checks of the firm of A. G. Cattell & Co.?—A. I have not.

Q. What have you done with them?—A. I have done nothing with them.

Q. What does your concern usually do with them?—A. They always destroy their checks.

Q. Are you sure of that?—A. I am not sure of it. I will look and see.

PHILADELPHIA, April 17, 1876.

E. G. CATTELL recalled and further examined.

By Mr. HARRIS:

Question. It has been stated that you would produce a list of the gentlemen from whom you received commissions on their contracts with the Navy Department; have you that

ist?—Answer. I have not with me, but I will state from recollection. I cannot remember the first name of the gentleman named Poste, from whom I received a commission. E. L. Alexander is another gentleman from whom I received a commission.

Q. How much did Poste pay you?—A. I cannot remember that now.

Q. What was his contract?—A. They were various contracts in beef and pork.

Q. Was it large?—A. No, sir.

Q. Give me some general estimate of how much you received, without being precise.—A. I cannot tell that.

Q. How much did you receive from Mr. Alexander?—A. Two or three thousand dollars, I think.

Q. What was his contract?—A. His contract was for more than one article, I think. The principal thing was wire rope.

By Mr. JONES:

Q. Where was Mr. Poste from?—A. New York.

Q. Were Alexander's large bills?—A. No, sir. In the case of Alexander I might have received as much as \$5,000, but perhaps considerably less. Alexander is from New York. I think I have already stated my connection with and receipts from Mr. Mathews.

Q. Do you know much those receipts amounted to?—A. I could not tell you that. It was a large amount.

Mr. JONES. It is \$149,000, as shown upon your books.

The WITNESS. I don't remember the amount.

Q. Who was the next party whose name you have not heretofore given?—A. J. W. Bigler, or Bigler & Company.

Q. Are they lumber-dealers?—A. Yes, sir.

Q. What was the amount of that commission?—A. That I could not tell you.

Q. It was pretty large, was it not?—A. Yes, sir.

Q. Where were they located?—A. At Newburgh, N. Y.

By Mr. HARRIS:

Q. How about the Swifts?—A. I have mentioned their case in my prior testimony.

Q. How much do you estimate your receipts at from Bigler?—A. It would be an impossibility to name the amount.

Q. Can you not give us some indefinite notion as to whether it was \$20,000 or \$40,000, for instance?—A. It may have gone up to \$30,000. I said I thought Mr. Swift's would not exceed \$25,000, but in thinking of it I believe it will amount to the sum I have named just now. It has been a number of years since our transactions began, and I cannot therefore remember accurately these various amounts.

Q. How long is it since your transactions with Mr. Swift commenced?—A. I should judge six or seven years.

Q. The Swifts, or their family, have been furnishing live-oak to the Government for these hundred years, have they not?—A. I think they have.

Q. How happened it, then, that you could be of any service to Swift in obtaining live-oak contracts?—A. The start of that was that I owned, in company with others, a large tract of land in North Carolina. It was swamp-land, and I supposed there was live-oak timber on it. It was a green swamp. I thought possibly I might find some one to embark in business with me, and I looked around town for that purpose, endeavoring to get some one to go into the live-oak business. I went round the ship-yards, but made no arrangement with parties until finally I lit upon Swift, to know whether I could not join him in some way in getting timber off my land. He told me that there was probably nothing on that land. From that interview I made an arrangement with him which was more satisfactory to me than to go into it myself.

Q. Then you gave him notice, or he got the idea in some way, that you would probably be a competitor for the live-oak contracts?—A. That certainly was it.

Q. And that forced him to silence you by paying you a commission; that is, he found it to his interest to do so. Is that about the state of affairs?—A. I cannot tell you that. That he did so was a fact.

Q. What was the commission that he agreed to pay you?—A. I don't remember that. The proposition from me was to divide with him whatever I made.

Q. Then you divided the profits with him?—A. No, sir; I don't mean to say that; but that was my proposition. I think that never was carried out.

Q. You got a less share than that, did you?—A. I suppose I got a less share.

Q. Is that business with Swift closed?—A. Yes, sir.

Q. And you have really done nothing about that except to receive your share of the profits, I suppose?—A. I have helped him in his finances.

Q. Have you loaned him money?—A. I have helped him to get his bills passed and paid.

Q. Is not Mr. Swift a man of ample means, to carry on the business on his own account?—A. Yes, sir; I suppose so.

Q. Name all the others from whom you have received commissions?—A. As they occur to my mind, I will give the names. I don't now recollect others.

Q. You have done that kind of business with so many men, I suppose, that you find it

difficult to remember their names, do you not?—A. I have stated before this committee that I have done all I could consistently and rightly. Mr. Knowlton was one of the men with whom I made some such arrangement. He was from near Philadelphia, and his business was connected with a patent saw.

Q. What did your interest in his business amount to?—A. It was not large; I could not approximate; it might have been \$1,000 or \$2,500.

Q. Were there any other parties with whom you were thus interested?—A. I was interested with the Noblits, and received a commission from them.

Q. How much did they contribute?—A. I have received from D. & J. Noblit \$2,000, which they charged to me as a loan. That is all I have ever received from them.

Q. How much have you received from D. Noblit?—A. I cannot remember, but I said to the committee that I thought it was six or seven thousand dollars.

Q. Have you received any money from anybody else whose name occurs to you?—A. I had one small transaction with Hammett & Neal, coal-dealers.

Q. How much did you get out of them?—A. Somewhere between four and five hundred dollars.

By the CHAIRMAN:

Q. Have you had any transactions of the same kind with a man named Symington?—A. No, sir; I don't know the name.

Q. Or with Street or Stone?—A. No, sir.

Q. You mentioned Stetson's name the other day in the same connection, did you not?—A. Yes, sir; I think I have said in my testimony that I did not remember to have received any money from Stetson, but, considering it since, I believe he has paid me some money. The expectation and understanding was that I would receive a commission from him. I believe I received a small amount of money from Mr. Stetson.

Q. That was upon securing for him charter-parties?—A. No, sir; he did that himself. I found out when these things were likely to be wanted, and he managed the other part of the business pretty much himself.

Q. How did you find out?—A. By watching and getting what information I could. I was industrious every way, and made a good many acquaintances.

Q. Were you frequently at the Navy Department?—A. Yes, sir; I was around there very often.

Q. How much did you receive from Stetson, or were you to receive from him?—A. That I left entirely to him. I think it could not have exceeded \$2,000, and it may not have been over \$1,000. I could not state the exact amount.

Q. How about David Babcock & Company?—A. I never had a dollar's transactions with Babcock. I think, however, that I heard their name frequently mentioned. I believe they are New Yorkers.

By Mr. JONES:

Q. Is not a man named Ellesley connected with them?—A. I think I know Ellesley, although I am not sure.

By the CHAIRMAN:

Q. Have you had any commission arrangement with him?—A. No, sir.

Q. Nor with the Cumberland Coal Company?—A. No, sir.

Q. Nor with the Consolidation Coal Company?—A. Never a cent.

Q. Nor with any other coal-dealers than Hammett & Neal?—A. Never a cent in any way, shape, or form.

Q. Nor with Street and Stone?—A. Never a cent. I will readily give the name of every man whose name I can recollect, and with whom I have done business.

Q. You mentioned the other day the firm of Carl & Company?—A. I did.

Q. What was the amount received by you from Carl & Company, of Brooklyn?—A. It was not large, I think, say \$1,000 or \$1,200, or somewhere along there; it may have been \$2,000; I don't remember the amount.

By Mr. HARRIS:

Q. Have you now mentioned the names of all with whom you have done business?—A. There are some others whose names I don't now remember; Mitchell, of New York, is one.

Q. What was his business?—A. Candles.

Q. What amount did you receive from him?—A. I received nothing from him. I bought the goods directly from him to the amount of some thousands of dollars, but the profit on them was not very large.

Q. Then Mitchell paid you no commission?—A. No, sir; Resingue & Company, of Brooklyn, probably paid me some money. I have made an arrangement with Mr. Resingue, but I never have gotten anything from him.

Q. Do they owe you?—A. Yes, sir; according to the arrangement they ought to give me some commission. It did not amount to much, perhaps \$1,000 or more. I never knew what they did. I also had an arrangement with the Water-Proofing Company, of Philadelphia. That I think I have already stated. I received some three or four thousand dol-

lars from them. There was also another that I recollect at this moment; Goodwin, of New York, was the name; he was in the flour business.

Q. How large was your commission in that case?—A. It might have amounted to one, two, or three thousand dollars, maybe more and maybe less.

Q. Can you form any opinion as to how much the commissions which you have received from these several parties since 1869, have amounted to?—A. I could not approximate.

Q. Is it quite large?—A. Yes, sir.

Q. Is it less than \$300,000?—A. I should think it was a good deal less than that. My books show it all.

Q. Do you mean the books which are now before this committee?—A. Yes, sir; that is, they show everything that I have received from those sources, and from every other source.

Q. Your books show a balance of \$224,000 when you closed the account at one time, and you have a balance now, in the shape of memorandum of notes in your drawer, have you not, amounting to \$80,000?—A. Yes, sir.

Q. That would bring you up to over \$300,000?—A. That is not altogether in naval business. It comprises all my operations in the Navy, and outside; whatever I get in money to my credit is there.

Q. You say that it has all gone into the books?—A. Yes, sir; every operation that I have had, of every nature, has gone into my credit.

Q. And that is why you opened no separate accounts anywhere with these gentlemen from whom you received these commissions. You paid money into the drawer and kept a memorandum of the amount; their names do not appear anywhere on the books?—A. Not at all—they generally do not appear.

Q. I now desire to come back to my original question. To what extent did you inform the Secretary of the Navy of your system of doing business in the Navy Department?—A. I did not inform him at all.

Q. Did he not know of your arrangement with Mr. Mathews?—A. No, sir. He knew I was doing business, and may have known that I had done business with Mr. Mathews, but I never conveyed anything of the kind to him.

Q. How was it as to his knowledge of your relations with Swift or with these other people?—A. He had none.

Q. You were enabled, on account of your relations with the Secretary, to make all these people in some way or another contribute to your profits to a larger extent probably than any other man dealing with the Government during that period, were you not?—A. I do not see how, unless it would be inferential.

Q. Do you not so understand it yourself?—A. Not directly.

Q. Did or not the Secretary know you were making a large amount of money in this way?—A. No, sir.

Q. Did you conceal that fact from him?—A. I did.

Q. In any instance did you communicate the fact to him, that you were making money from these parties because of your relations to him?—A. I think not. I cannot remember any such thing.

Q. State whether in your judgment, as you understood it yourself, you were taking advantage of your personal relations with the Secretary to accomplish these things?—A. I was not.

Q. You think that the Secretary did not so understand it?—A. He did not understand it.

Q. Has he ever said anything to you about it?—A. He has in one or two instances, and probably more.

Q. State what he said.—A. It was where I had tried to make an arrangement and had failed, and have ascertained that he would not allow a party to talk to him about my doing any business with them. The party has so conveyed to me. I have found the reason that they would not allow me was because they had so hinted or said to the Secretary; he had told them that that was a thing he would not permit, that I was doing it against his knowledge, except what little business I could pick up.

Q. Who were those parties?—A. One of them was John Roach. I tried hard more than once to get to him, but he finally told me that I could not do such a thing with him.

Q. That he would not pay you anything?—A. That I could not join him in anything.

Q. Did you understand that he said the Secretary of the Navy said that he would not permit it?—A. Yes, sir.

By the CHAIRMAN:

Q. That he had talked with the Secretary of the Navy about it?—A. Yes, sir.

Q. That he had communicated your proposition to him to the Secretary of the Navy?—A. No; that I wanted to do navy business, and wanted to join with him, and the Secretary told him (Roach) that I would be a bad man to join, because he should oppose anything if he had any control of it, with which I was connected. That is the idea I want to convey.

By Mr. HARRIS:

Q. Prior to Mr. Robeson's coming into the office of the Secretary of the Navy, had you ever been in business or furnished goods for the Navy Department?—A. I do not think I had.

Q. You took it up after that?—A. Yes, sir.

Q. Had your firm done anything of that kind before?—A. No, sir.

Q. The facilities which were at your command after he had become Secretary of the Navy were such as to enable you to enter into this business, were they not?—A. I do not exactly understand that question.

Q. The fact that Mr. Robeson, your neighbor, was Secretary of the Navy enabled you to do this business which you never had done before; is not that so?—A. I supposed that my acquaintance with him would help me with outside parties in doing business.

Q. I notice on the books that Mr. Robeson has a cottage at Long Branch. In whose name is the title to that cottage?—A. I think it is in his name.

Q. Has he paid for it?—A. No; it stands charged to him on our books.

Q. Have you anything but a mere naked charge on your books?—A. Yes, sir.

Q. What have you?—A. We have as security—or rather my brother has—an interest in some property held in Washington, and the deeds are in my brother's name as against that. My brother and the Secretary bought two-twentieths of that property on a speculation at Long Branch. There were twenty gentlemen interested in it, they all being Jersey men. They expected to make out of it a cottage for themselves, and by my helping them in managing that, I might get a cottage for myself out of the profits of the speculation.

Q. How many of these gentlemen have paid for their shares in that investment?—A. I do not think I can answer that question.

Q. Are there any who have not paid except the Secretary of the Navy?—A. We had nothing to do with any other share except my brother's and that of the Secretary of the Navy.

Q. Had you not a share?—A. No, sir; my brother and the Secretary had each one twentieth.

Q. You had no interest in it?—A. No, sir.

Q. Three cottages were built on that ground?—A. No, sir; two cottages, one being my brother's, and the other the Secretary's.

Q. Had you not one?—A. I have one, but I bought my lot of the company. It is chartered company.

Q. You went ahead and out of your firm built the Secretary's cottage, amounting value to something like \$13,000?—A. Yes, sir.

Q. And you think he holds the title-deeds to his cottage and the land under it?—A. Yes, sir.

Q. Explain to me how it is that he is allowed to hold that title when he has never paid a cent for it?—A. I can only answer that, by this friendship with my brother.

Q. Did not the money come out of your business?—A. It came out of my business.

Q. It came out of those profits which you were making from these gentlemen?—A. No, sir; it came out of my business.

Q. I notice that when these books commenced, in 1869, your brother had \$105,000 to his credit and you had about \$7,300 to your debit, and that from that time to this, your brother's capital has been withdrawn, and yours has been increased: and I understand the books show that that cottage was paid for, and must have been paid for out of the money which you were receiving from these various contracts?—A. Yes, sir; I say that.

Q. So that in point of fact you have paid for that cottage?—A. Yes, sir; and charged it to him on the books.

Q. What security do you hold for it?—A. I have no security for it.

Q. Would you say that that advance made by you was not in consideration of the fact that you were securing large profits in the navy business?—A. No, sir.

Q. Do you suppose that if you had not held that relation to the Navy Department, you would have built it?—A. I would have done it if I had had the means, most unquestionably.

Q. Passing now to the Washington property. I understand that the Secretary and your brother had some interest in real estate in Washington?—A. Yes, sir.

Q. To what extent?—A. I do not know.

Q. I understood you to intimate that you or your brother held some security for the Long Branch estate on Washington property?—A. That is the security; we have always so considered it.

Q. How much money has the Secretary paid on the Washington property?—A. That I do not know.

Q. Has he paid anything?—A. I think he has paid for one-half of it. I do not know the whole amount.

Q. Have you not paid a note of \$8,000, which appears in your books on that property?—A. I may have done so.

Q. You would not undertake to say here that you could not recollect \$8,000 being advanced to him; that it was a matter of so slight moment that you could not remember it?—A. I may have taken that note up.

Q. Has the Secretary, besides that amount which you paid for him, an interest there large enough to secure you for the Long Branch property?—A. He don't owe me the \$8,000.

Q. Who does owe that?—A. That was a payment for some part of the property. That was between the Senator and him.

Q. I understood that the Secretary in purchasing that estate gave certain notes, and when the notes came around they were renewed from time to time until the failure of Jay Cooke & Co., when it was found convenient to take up and pay and put out of circulation a note of \$8,000.—A. Yes, sir.

Q. And you paid that note?—A. I paid that note, I believe.

Q. For that payment what security have you?—A. I cannot explain that other than that my brother and he were paying for the property, and it made no difference whether I paid the note. I made a memorandum of that note, and the Senator and Mr. Robeson settled that in their paying for the land. My brother had to pay for half of the land, and Mr. Robeson had to pay for the other half, and I could not tell whether Mr. Robeson's note was advanced for my brother's portion or not, because we had been in the habit of exchanging notes and borrowing notes for discount, so that I could not tell exactly what that was for.

Q. Is it your recollection that Mr. Robeson has paid to yourself or your brother the whole amount of the Washington purchase?—A. He has paid to my brother the whole amount of half of the Washington property, his interest in it.

Q. You think, then, that he does not owe on that at all?—A. He does not owe on that at all.

Q. So that if you paid a note, that was settled between you and your brother?—A. Yes, sir; entirely.

Q. That is to say, if you paid out of your funds \$8,000 on the Robeson note, if it was an accommodation note for your brother which you took up, you have settled and arranged it with him?—A. Yes, sir.

Q. Do you claim that Robeson owes you anything on that purchase?—A. No, sir; not a dollar.

Q. And his interest was only one-half, which is paid?—A. Yes, sir.

Q. In whose name does that title stand?—A. I believe it stands in my brother's name.

Q. Is it your impression that it is held in your brother's name as a sort of security for you on the Long Branch property?—A. I do not know; I suppose so.

Q. I see on the books that you paid for a pair, or rather for two pair of horses for Mr. Robeson?—A. I do not recollect two pairs.

Q. Have you received your pay for those horses?—A. Yes, sir.

Q. Do you remember the circumstance?—A. No, sir.

Q. Would you say that your books show a payment by him?—A. I suppose they do.

Q. You would say, then, that he does not owe you for money paid for horses?—A. No, sir.

Q. Are you clear about that?—A. No, sir; I am not clear, but I say I believe my books are right.

By Mr. BURLEIGH:

Q. Was it generally understood that all the parties supplying the Department were to pay you 5 per cent.?—A. No, sir.

Q. Do you say that you have not any means of finding out how much Mr. Poste gave you?—A. I have no means.

Q. I notice on one of your bank-books it says "duplicate bank-books." What does that mean?—A. I have tried to recollect. I think one of my bank-books got lost in some way. I was keeping a small account. I went down to the bank and got a new book, and then probably marked it "duplicate" for their own protection.

Q. When was this memorandum, which you have furnished to the committee lately, made up? I observe that it is a clean sheet of paper, and the writing appears on it to have been made from the same pencil and at the same time.—A. It was made the first of January, I suppose. My book-keeper made that out.

Q. When did he make out that piece of paper?—A. That was made on the first of January, when the other one was destroyed.

Q. Do you know that?—A. Yes, sir.

Q. In answer to Mr. Harris, you have said that you meant to do all the navy business that you had means to do.—A. That I could do. In other words, you will understand that in business we work to do \$300,000 or \$500,000; that is the idea I want to convey. I did all I could; I was industrious.

Q. What were the means which you used to do that business?—A. My individual exertions.

Q. Then you did not mean by the word "means" to imply capital?—A. No, sir.

Q. You had no capital in it; is that what you mean to be understood?—A. I had some capital in it.

Q. You have said that all the receipts in money from any source that you received during this time that you were keeping the memorandum went on the memorandum. I notice that on the books of A. G. Cattell & Co., Elijah G. Cattell simply has a credit running from April 3, 1869, to December 16, 1874, of \$182,594.81. Now, in the account of E. G. Cattell, No. 2, which account has been opened since November 10, 1870, the first credit being \$257.95, that amount had swelled up, at various times, taken from memoranda, to the sum, on December 31, 1874, of \$224,121.38. If you can find one entry in E. G. Cattell's

account, No. 2, which is credited in E. G. Cattell's account simply, please give it to me.—A. That explanation must come from my book-keeper. I have said to you that I have looked more into those books since I have been before this committee than I had in seven years. My book-keeper has been long with me, and ought to know whether the books are right or not. I say, emphatically, I believe my books to be right, to the best of my knowledge. In explanation of accounts you might get me into any kind of difficulty. I am not an accountant. There are one or two deposits that are not in my bank-book. I make perhaps a half-dozen deposits, and then send my book and have them taken off. I have received from my building association \$2,100 or \$2,200 since this investigation has been going on.

By the CHAIRMAN :

Q. On the books of A. G. Cattell & Co. you enter these various sums, made out in the shape of memoranda, whether entered in the name of E. G. Cattell No. 1 or No. 2?—A. Yes, sir.

Q. If that is so, why have you individual deposits when you say that all of your business, no matter of what character, enters into these items?—A. If my explanation is not correct, you will have to correct me. The old accounts were being liquidated, and as they needed money I would give it to them, and they would put it down as a credit to me.

By Mr. HARRIS :

Q. Have you a private bank-deposit account?—A. Yes, sir.

Q. Where do you get the money that you put in there?—A. From my business; navy business and other business.

Q. Do you mean from the business of A. G. Cattell & Co?—A. No, sir.

Q. Then there are some items that you do not put on the account of A. G. Cattell & Co.?—A. No, sir; I do not so understand it.

Q. If you have a private deposit, how can that private deposit go through the account of A. G. Cattell & Co.?—A. For instance, as I get money I go to my bank and deposit it. Mr. Warr says, "I need \$5,000, \$10,000, or \$20,000," for instance. I give him a check for that money, and that is thrown on a due-bill in my drawer.

Q. That does not answer my question. You are evidently misleading us, or we are misleading you, and I do not propose to have either done. Although this transaction is a very remarkable one, we want to know the exact truth about it. As E. G. Cattell, in your own private individual capacity, you received some individual moneys and deposited them in your own name. If the firm needs some money you draw on your private account and hand it over to Mr. Warr?—A. Yes, sir.

Q. That goes into your account with the firm?—A. Yes, sir.

Q. But the rest of that money on your private account does not go into it?—A. Yes, sir.

Q. What is the object of having a private cash account if every dollar has to go into the account of the firm?—A. Upon the principle that A. G. Cattell & Co. is virtually E. G. Cattell. When my brother broke down I assumed and took charge of the whole thing. He never has received, and never was to receive any profits of the business, and it was virtually the business of E. G. Cattell.

Q. You do not help me one bit. You say that if A. G. Cattell & Co. was short of money they came to E. G. Cattell and you drew your check and gave it to them?—A. Yes, sir.

Q. E. G. Cattell has certainly got to have some private money to do that?—A. Yes, sir.

Q. Now does any of the private money which he does not draw out and hand over to A. G. Cattell & Co. enter into A. G. Cattell & Co.'s books? You are insisting that all your private funds go through A. G. Cattell & Co.'s books. Now I understand you to say only such as you give the firm goes into your books?—A. That is all.

Q. Do you give them all you have?—A. Yes, I do. You can look over my book and see what I have given them, and when I have given it.

Q. I see that perfectly well. If you give them \$224,000 and enter it upon your books, I can see that, but if you keep \$224,000 more, and do not put it in your books, I cannot find that out. Now is there any case where you keep money back?—A. No, sir; there is not.

Q. Can you say that when you received money from time to time, as you did in the case of Mr. Mathews, you handed it all over to Mr. Warr?—A. No; I did not say that. There are times when I would hand it over to him and tell him to take it and throw it on the private memorandum to my credit.

Q. At the times you did not hand it over to him, what did you do with it?—A. I would deposit it in my private account.

Q. Take that simple transaction now and analyze it. For instance, you have received of Mathews \$40,000; your firm of A. G. Cattell & Co. have wanted \$20,000, and you have given it to them and have put \$20,000 more to your private account and deposited it in your own name. Now A. G. Cattell & Co. owe you \$20,000 which you have loaned them, and you have \$20,000 out of that \$40,000 which you have received, in your own pocket?—A. Yes, sir; I should think that would be so.

Q. Then, by what legerdemain do you go to work and put the \$20,000 which you keep in your private account into the account of A. G. Cattell & Co.?—A. I would not put that in at the time, but when Warr wanted \$10,000 more —

Q. But supposing he never wanted it.—A. Then it would remain in the bank.

Q. Now, there is a certain amount of money which never goes into A. G. Cattell & Co.'s account, is there not?—A. Yes, sir; just what my balance in the bank from time to time shows.

Q. For instance, on January 1, 1875, you had a bank-allowance of \$691.15 then in your own personal account?—A. Yes, sir.

Q. The next day you deposited \$3,164, and you went on until at the end of the month you had \$32,223.15, being the total amount of deposits during the month. You had a balance of \$1,420.50. Now, that money remained always your own, separate and distinct from the firm?—A. Yes, sir.

Q. And, therefore, only to the extent of checks which you drew on your private account and handed to the firm. Did your private money enter into the firm? Is not that so?—A. It all went in, because it was virtually myself, and virtually my debts that I was liquidating.

Q. I can appreciate that; being bound to pay all those debts, you were not discriminating very much, but still it is not true when you say that that bank-account is shown on the books of A. G. Cattell & Co., for such a thing is impossible.—A. It cannot be otherwise, because I have no other money. I have made no other investments.

Q. I say that bank-account of yours cannot be shown in the books of A. G. Cattell & Co. except to the extent of the checks which you have given to A. G. Cattell & Co. Is not that so?—A. Yes, sir; and that is shown by the amount that I have given A. G. Cattell & Co., which covers all that I have paid them.

Q. What is the object of your keeping a private account?—A. I cannot explain what the object was except my simple convenience.

Q. You draw your private expenses out of that private bank-account, do you not?—A. Pretty much all. There may be some little things in connection with my private expenses which have not gone through the books, but nothing of any moment.

Q. Your books show that during a certain period of time you received, in the shape of checks, which you did not extend on the cash-book at all, but kept on memoranda, \$224,000.—A. Yes, sir.

Q. That has gone to your credit in the books?—A. Yes, sir.

Q. Now, there is \$22,000 left in your drawer in the shape of memorandum notes. What money, besides that on your own private account, have you kept as derived from this same business?—A. Nothing, except what is in my bank now. There may be \$2,000 or \$3,000. I mean to convey that it is all there. My bank-account shows more than my deposits, because in "borrowed" and "loan," and in exchanging checks to make balances to the firm and to others, it is not as much as it appears on the books by \$30,000 or \$40,000, probably.

By Mr. BURLINGH:

Q. Have you not stated to the committee that you had not taken money from the amount represented on the memorandum and paid it out to any person or persons?—A. Never. That was a clear credit to me. It was kept as a memorandum to credit in gross, when I should so direct the book-keeper.

Q. When you took the Secretary's notes up, where was it that you charged, and from what money did you take that amount to pay those notes?—A. I don't recollect.

Q. You did not take it from the money that was on the memorandum, and your books do not show that you have paid any such notes?—A. No, sir.

Q. Have you not some entry somewhere of that money paid to take up those notes?—A. No, sir; that has been taken up and the money has been furnished—a note of that kind or any other.

Q. You have dealt largely in accommodation notes?—A. Yes, sir; I have dealt in them. I do not know whether I can say largely or not.

Q. You have also said, by looking at the memoranda, you could not state who the money came from which was on that memorandum. You have stated that the money was on the memorandum in amounts, and stated that you could not tell where it came from. In this memorandum now before us no names are mentioned. I find an entry, "February 7, \$3,000." Who did that come from?—A. That money came from all sources. It was drawn out of my bank and handed over to Mr. Warr as he wanted it. If it was \$2,000 or \$5,000 or \$10,000, I would hand it to him, and he would give me credit on the memorandum for it at the time. As I collected I generally deposited two or three checks, if I received them the same day, or two or three amounts on the same day, to my private credit; but as money was needed I would hand it to my book-keeper, and he would throw in a memorandum credit. Then, when I felt that I wanted to close that or make the entry, I would examine the amounts, and tell him to credit me with the gross, and that was the end of it.

Q. Then, where did these sums come from that are credited to Elijah G. Cattell?—A. They may have been before I kept my bank-account.

Q. No, sir; they are during this period. Here is a large amount in 1874, contained on that account at the time you were keeping that memorandum.—A. That my book-keeper must explain.

Q. Have you not some memorandum or entry that will show the different amounts received from different persons?—A. I have not, and I never kept one.

Q. These amounts, according to your books, must have aggregated nearly \$500,000.—A. No, sir; that cannot be so.

By Mr. HARRIS:

Q. You have two accounts, one of which foots up a credit from 1869 down to the last date in 1874 of \$182,594.81. During the same time you are charged with \$142,406.17. State whether that account represents items which have been entered in your cash-book.—A. That information you must get from the book-keeper who kept the books.

Q. State whether that does refer to any of the memorandum entered in your draw.—A. That I cannot say, but I think not.

By the CHAIRMAN:

Q. In response to the subpoena served upon you directing you to bring before this committee all of your bank-books connected with the firm of A. G. Cattell & Co. and E. G. Cattell, did you produce the books which are now before this committee in their room?—A. Yes, sir; there are some other books; bank-books. I have brought those that are now in use.

Q. I beg to call your attention to the fact that in the Mechanics' National Bank the old bank-book which you have produced here commences June 3, 1875, and it opens with an entry of a balance to your credit of \$9,351.83, evidently showing that you have a bank-book with that bank of previous date.—A. We have kept an account in that bank of twenty years, I think.

Q. I desire to call your attention to the fact that you have not produced all the bank-books.—A. We have discontinued our business with that bank for six or seven years.

Q. That bank-book, however, shows that you did have one immediately preceding it.—A. If it is not here it is not withheld for the reason that I did not wish to present it to the committee if I had it.

Q. [Referring to bank-book.] Here is the account of A. G. Cattell & Co. with the Corn Exchange Bank, opening in 1876 with a balance transferred. Where are the books previous to that time?—A. They are at the office, I presume.

By Mr. JONES:

Q. You kept all these books, did you not?—A. I think so. I presume they are at the office. They would be likely to lay in the safe or in the drawer.

Q. Did you keep a private account with any other bank than the Corn Exchange Bank?—A. I think I have a private account with the State Bank of Camden, but when or how I could not tell; I could not find that book to-day. It was a trifling, small amount. I kept it to get some discounts, probably, when I wanted to offer a note. I can furnish a transcript of that from the bank, I think, and have it brought to the committee.

Q. I understood you some time ago to state that when you received money you deposited it to your credit in the bank, and then, as the necessity of the firm of A. G. Cattell & Co. demanded, you gave them a check for whatever they required?—A. Yes, sir.

Q. And that that was entered, for the time being, upon a memorandum?—A. Yes, sir; as a credit.

Q. And from time to time it in that manner passed to your credit. Now, look at your own account with the Corn Exchange Bank. Run your eyes over your checks, and see if in amounts and dates they correspond with the amounts that you transferred to A. G. Cattell & Co.—A. That is a question I cannot answer.

Q. Were the proceeds of the checks that you received from Mr. Mathews deposited to the credit of your account in bank or to the credit of A. G. Cattell & Co.?—A. I kept a private bank-account a very small portion of that time.

Q. Answer my question if you please. Were the proceeds of the checks sent to you by Mr. Mathews deposited to your credit in your private account, or deposited to the credit of A. G. Cattell & Co.?—A. While I was keeping a bank-account they were; before that they were thrown onto a memorandum.

Q. Then you kept your money either in your pocket or in your store-house?—A. Yes, sir; or I gave it at once to Mr. Wall and he gave me credit on the memorandum.

Q. Do you mean to say that they were deposited to your private account, or that they were paid into the store?—A. Yes, sir.

Q. And they were then deposited by the book-keeper to the credit of A. G. Cattell & Co.?—A. They were credited to me and then deposited as their necessities required.

Q. Before I put the test to you I desire every bank-book that you, or the firm of A. G. Cattell & Co., may have had since the year 1871, or from the date of your arrangement with Mr. Mathews to the present time.—A. I will produce everything which I have.

Q. Have you no other memorandum-books but these which have been produced before the committee?—A. I have not.

Q. Have the payments that you have made for or on account of Mr. Robeson, whether in the purchase of horses or in the payment of bills or debts for him, been entered at any time since the year 1871 upon your books to his debit or credit?—A. I suppose there are some entries on that account.

Q. Suppose your books fail to show that since 1871, how do you account for that fact?—A. I can account for it from the fact that I kept it on a memorandum, and that he settled for things of that kind, as he had settled for bills that I said I had paid. He would either give me the money to pay or I would name to him the amount and he would give it to me.

Q. Would he give you a check for it?—A. A check or money.

Q. Did he ever give you a check in his life?—A. I do not remember that. I do not know whether he kept any bank-account.

Q. Have you held his check since he has been Secretary of the Navy?—A. I think my books will show whether there has been some checks, but I am not sure.

Q. Upon what banks would he give you checks?—A. The Camden Bank, if any, I suppose. One thing has just occurred to me; he loaned me some money once or twice, and I think he gave me checks on Drexel, Morgan & Co. I borrowed money a number of times from Mr. Robeson, and I have loaned him money a number of times, but I do not remember about his own checks.

Q. Who is interested with your brother, the Senator, in the purchase of a lot or tract of land in the city of Washington, owned in conjunction with Mr. Flannagan and others?—A. I do not know; the plat has been in my store, and I have seen it, but the nature of that purchase I do not know.

Q. Is Mr. Robeson interested with him?—A. I think not; I do not know that he is.

Q. Is Mr. Robeson interested in any other affair with your brother, the Senator, except the land in the city of Washington, and this Long Branch property?—A. Nothing that I know of, and if there had been anything else I would have been likely to have known something about it.

Q. Did you ever contribute toward the purchase of a set of diamonds for Mrs. Aulick?—A. No, sir; I do not know anything about that.

Q. Or any present of jewelry to her?—A. No, sir; I should have known something about it, I think, if it had been done.

Q. What do you do with the checks on your banks which have been returned to you canceled?—A. I have generally destroyed my checks.

Q. Have you none of those?—A. I have none except it may be on the last settlement of our books. I generally destroyed them. They rather requested us to destroy our checks, I think.

Q. I understood you to say that this memorandum which you produced here was the only memorandum that your book-keeper has of the indebtedness of the firm to E. G. Cattell not already shown by the books?—A. I believe so, to the best of my knowledge.

Q. And you say that that was made out the 1st of January, 1876?—A. Yes, sir.

Q. It would show on the 1st of January, 1876, how much?—A. I do not remember.

Q. The payments which have been made by you since would be entered on this memorandum instead of on the books?—A. Yes, sir.

Q. Suppose that you yourself desired to draw from bank, say \$5,000, would that be credited on the books, or would it be credited upon this memorandum?—A. I do not understand your question.

Q. If you wanted to draw \$5,000 or any other sum of money from the firm to-day, would you draw your check on the bank-account of A. G. Cattell & Co.?—A. Yes, sir.

Q. Would an entry of that be made by your book-keeper upon your books or upon this memorandum?—A. It would be charged to me direct on the books.

Q. And it is only the debit items that appear on the memorandum?—A. Only the amounts due me. It could not be anything else.

Q. Could not you draw from that private account a check of \$3,000 payable to anybody but A. G. Cattell & Co.? Have you not sometimes drawn money from that account to pay other bills and other expenses?—A. I may have done so.

Q. So that, in point of fact, everything that appears there does not necessarily go to the credit of the firm?—A. O, no.

By Mr. JONES:

Q. How did you find out the parties who were dealing with the Government before you commenced your arrangement with these persons whom you have named?—A. Beginning with Mr. Mathews, who was about the first one, I learned that he had been a very successful contractor for many years.

Q. But how did you find out about the parties dealing with the Government in the first place?—A. I cannot remember that now. Of course I was looking around constantly for such business.

Q. To see who was furnishing the Government?—A. Yes, sir.

Q. Is there any charge on your books for the \$8,000 for the note which you paid to the receivers of Jay Cooke & Co. with which to pay a note for the Secretary?—A. That I cannot tell.

Q. That note was to pay for that land? It was the note of the Secretary of the Navy?—A. Yes, sir. I do not know whether that was a loaned note for the purpose of paying a part of my brother's interest. They each of them paid half, but we borrowed his paper whenever we wanted it.

Q. It appears that this note of \$8,000 was carried with Jay Cooke and Co. for a long time and then you paid it?—A. Yes, sir; but, as I say, I cannot tell whether it appears on the books or not.

Q. You have not any note from Mr. Robeson or any recollection of his paying it to you?—A. If it does not appear on my books he has paid it to me.

Q. You have stated heretofore that you think he paid that to your brother?—A. I understand that it has been paid. I do not know whether it has been paid to my brother or myself; that is, if it does not appear on the books it has been paid.

Q. It looks a little strange that you should pay a note of \$8,000 without making an entry upon your books, either for Mr. Robeson or for anybody else, does it not?—A. It would be strange if I was to carry that in my head, but I carry it on memorandum until the matter is settled.

Q. Do you carry \$8,000 temporarily on a memorandum when you pay a note?—A. I think I do.

Q. Why do you keep a bill-book of bills receivable and payable, if you only enter a part of your notes upon it?—A. I say, unhesitatingly, because I wanted to keep my Navy business outside of my regular business.

Q. I do not see that you have been lending any of these parties in the Navy Department any money; you have only been receiving money; I ask you if you borrowed or exchanged notes from any one which you did not enter on your note-book?—A. Yes, sir; several. I borrowed from Bigler; I borrowed a number from him.

Q. He is on your note-book now, is he not?—A. Yes, sir; but there are notes which are not on there.

Q. What is the reason that you did not put all your notes on your books?—A. I did not care for even my brother or my children to know that I was borrowing or exchanging some of these notes in that way; I wanted to keep that to myself.

By Mr. BURLEIGH:

Q. Would not the books show that you had such transactions to a very large amount?—A. Yes, sir; they showed enough. I did not want the whole extent known to them.

By Mr. JONES:

Q. If you could not make an arrangement with parties who dealt with the Government, did you not use your influence to prevent their getting any contracts for large amounts until you could make such arrangement with them?—A. Never.

Q. Are you sure of that?—A. I do not remember anything of the kind.

Q. Did you never have any understanding with the heads of the different departments to the effect that you proposed to furnish such materials as they might want, and that such other parties were then furnishing them; and that you did not wish contracts given out until you could make arrangements with these parties?—A. I do not remember such.

By Mr. BURLEIGH:

Q. Did you ever direct any of the departments who to make contracts with?—A. Never, to my recollection; no.

By Mr. HARRIS:

Q. Have you solicited the Secretary personally to award contracts to persons from whom you were receiving commissions?—A. Never.

Q. How have you been able to get all those contracts?—A. Well, I have been keeping on the right side of the officers of the bureau wherever I could.

By Mr. BURLEIGH:

Q. Did you give them any horses, or contribute any money to buy horses for them?—A. I have never given any horses, and never contributed any money to any living soul connected with the Government.

Q. Did you never pay any of their families' bills?—A. Not to my knowledge.

By Mr. JONES:

Q. Did I understand you to say that you had not any of your old checks, or stubs of checks?—A. I think not. I cannot find any, and there is the unfortunate part of it. We have just removed our office, and the paper-hoys came around and a great many of our things were carried off; nothing, of course, that was of use to us was allowed to be carried away; but we made a general clearing out.

By Mr. BURLEIGH:

Q. How long since was that?—A. Not quite a year ago, I think.

By Mr. JONES:

Q. Have you more of your checks, or stubs of checks, of your own private account?—A. No, sir; I did not keep any check-book. I would go to the bank and keep the run in my head, and never drew my account quite down. I go in the bank as I pass, and ask them how much money I have there, and the book-keeper or the cashier always tells me.

Q. Who is the treasurer of the Long Branch property in which you now own a cottage with your brother?—A. I do not recollect at present; Daniel Dodd is one gentleman connected therewith. A. Q. Caseby owns one-twentieth. We have a regularly incorporated concern, with officers.

By Mr. HARRIS:

Q. Is it still expected that the profit of that thing is going to be sufficient to build those cottages?—A. Yes, sir; and a good deal more. I do not suppose that my brother would like to sell out for \$10,000 for the profit. I think it is a wonderfully good speculation.

Q. Then you anticipate that Robeson is going to get his place paid for without paying in a dollar?—A. I have no doubt about that. I think the twenty gentlemen all believe that they are going to make a very good thing out of that arrangement. They have sold a great many lots. It is a regularly incorporated company, with a clerk and books, and everything of that kind, so that all the transactions can be readily ascertained.

By Mr. JONES:

Q. On the first of January, 1876, I notice that \$81,800 appears to your credit on the memorandum in the drawer?—A. Yes, sir.

Q. I observe on January 13 \$1,000 was received, and on February 7 \$3,000 was received. Is that all the money that you have received since the 1st of January from these parties who have been dealing with the Government and who pay you a percentage?—A. Yes, sir; except what is on my balance in the bank.

Q. You placed a part of your receipts on the memorandum and a part of them in the bank?—A. Since I have kept an account I have put nothing on the memorandum except I gave it to him as his necessities required.

Q. Did that \$1,000 of January 13 and \$3,000 of February 7 come from money from these resources, or was that your check which you gave to the firm of A. G. Cattell & Co.? Was that money received from these parties with whom you were doing business?—A. Part of it is and probably all. The whole may have been received from them, but it was put into my bank, and when Warr asked for \$1,000 I have given him \$1,000.

Q. Have you made a memorandum of that, or have you the credit on your books?—A. The credit there is all. For instance, I would have \$2,000 in my private deposit; Mr. Warr would tell me that he wanted \$1,000 and I would give him a check for that amount and that check would go on the memorandum; then if he would ask me for \$3,000 I would give him a check for \$3,000, and he would credit me with \$3,000 on the memorandum.

PHILADELPHIA, April 11, 1876.

J. P. WARR sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of A. G. Cattell & Co.?—Answer. Yes, sir.

Q. When did you become a member of such firm?—A. Four years the 1st of April.

Q. What has been the business of that firm during that period of time?—A. Grain and flour commission business.

Q. Has it had any connection with naval supplies furnished to the Navy?—A. We furnished small lots of flour and feed to the navy-yards.

Q. Is that all?—A. That is all.

Q. You furnished no clothing?—A. No, sir.

Q. No provisions or wet goods?—A. No, sir.

Q. Have you been interested with anybody else in furnishing such supplies?—A. Not that I know of.

Q. The firm has been in receipt of no moneys from any other party or parties in connection with naval supplies?—A. No, sir.

Q. Have you been the book-keeper of the firm?—A. Yes, sir.

Q. Do you keep an account of all the money that comes into the firm?—A. Yes, sir.

Q. And its disbursement?—A. Yes, sir.

Q. During that period of time have you received any money from J. Bigler & Co.?—A. No, sir.

Q. Have you received any money from Gaskell & Son?—A. No, sir.

Q. Have you received any money from Wm. Mathews, of New York City?—A. Now, about Gaskell: when you ask if I received any money, we have borrowed from and loaned money to him. He is a friend of ours and we sometimes borrowed money and returned it, and he sometimes borrowed money from us and returned it, the same as all business houses do. Of course I do not suppose you mean that in your question.

Q. You have received from them no money except on account of the loans?—A. Excepting in the shape of accommodation loans; accommodation between two business houses.

Q. Are you able to state what has been the extent of your sales to the Government in any

mode or manner during the period of time covered by the years 1872, 1873, 1874, and 1875?—A. I have them here from the first of January, 1875, to the present time. These are our present set of books. [Referring to books.] Previous to that I would have to look back. From the first of January, 1875, I can show by these books every dollar's worth that were sold.

Q. Can you now make a rough estimate of the amount of your annual sales to the Government?—A. As near as I can place it it would not exceed \$5,000 a year. I think [referring to books] \$3,123.60 is the amount from the first of January, 1875, up to the present date. There is one small bill not yet posted in this book, which was furnished the other day, but that would not alter it over \$50.

Q. Your firm keep a bank-account with two banks, one being the Corn Exchange and the other the Mechanics' National Bank, do they not?—A. Yes, sir.

Q. Has that been so for a number of years past?—A. Yes, sir; we have had the Corn Exchange account ever since it was instituted. Mr. A. G. Cattell was one of the organizers of that bank. We have also had the Mechanics' Bank account running for a good many years.

Q. Look at both bank-accounts and state whether these deposits are made in the bank solely from the grain business.—A. Yes, sir.

Q. Are no deposits made from any other source or quarter?—A. No, sir; these are all our grain business, except that there has been and probably is borrowed money through these deposits. In carrying large quantities of grain it requires, sometimes, a very heavy capital, and of necessity we are in the habit of borrowing at times when we are doing a heavy business. We then borrow funds from our friends; for instance, that is a loan, [referring to a deposit in Corn Exchange Bank, on April 8, of \$10,000.] We were loading stuff on the steamship Harmonia, and we have 20,000 bushels of wheat sold, and 1,700 barrels of flour, and these drafts were coming in to us, and of necessity we must borrow money to tide us over. That is one of these loans. There are, of course, other loans in those deposits which I cannot analyze at present for you.

Q. Then I understand that these bank-books show simply the proceeds of the sales of grain and flour and such sums of money as you may have borrowed or loaned in connection with that business?—A. Yes, sir; these deposits represent that.

Q. If Mr. Alexander G. Cattell, senior, or Mr. E. G. Cattell had any private funds, or outside transactions, their deposits in the bank would not appear in these books?—A. No, sir; these are A. G. Cattell & Co.'s books.

Q. Do you know, as a matter of fact, whether they keep separate private accounts?—A. No, sir. I do not know anything about that.

Q. Do you know whether there is another firm doing any business whatever under the name of A. G. Cattell & Co.?—A. No, sir, not to my knowledge.

Q. Is there a firm doing any kind of business under the firm-name of E. G. Cattell & Co.?—A. No, sir, not to my knowledge; I never heard of it.

Q. Do either of the gentlemen do any separate business?—A. O, yes, I presume so. I do not know anything about their business at all. A. G. Cattell was a Senator of the United States. That, of course, had nothing to do with our business; in fact, A. G. Cattell is virtually out of our business, because he is not there often.

Q. In trades that they, either one or both of them, might make, or real-estate purchase and sale of notes, or fees, or commissions of any kind, would such transaction appear upon any books that you have?—A. No, sir.

Q. Have you any knowledge or information of such business?—A. No, sir.

By Mr. HARRIS:

Q. Have you not known checks to come into your office payable to A. G. Cattell & Co., in which your firm had no interest?—A. Yes; I have in one or two instances.

Q. By whom were such checks drawn?—A. They were signed by William Mathews.

Q. Any other party?—A. No, sir.

Q. To what amount have such checks come into your office or place of business?—A. I do not remember, because I took no account of them whatever.

Q. You have known those checks to be indorsed by the firm of A. G. Cattell & Co., have you not?—A. They must have been, to be used.

Q. To whom were they passed after being so indorsed?—A. E. G. Cattell.

Q. Have you ever indorsed such checks?—A. Not to my knowledge.

Q. Then you have information, have you not, through the means of those checks, that Mr. E. G. Cattell, at least, had some interest in business outside of your firm?—A. Yes, sir. What they were I knew nothing about.

Q. Have you never, by inquiry, learned what those checks related to?—A. No, sir.

Q. Have you not asked?—A. No, sir.

Q. Why?—A. Simply because he told me they belonged to him.

By the CHAIRMAN:

Q. You say that they were payable to your company, however, do you not?—A. Yes, sir; they came to our office, and they were opened in his absence. On his return they were handed to him, and he took possession of them, and that is all I know about them.

By Mr. HARRIS :

Q. Did any such check pass to the credit of the firm of A. G. Cattell & Co., on any bank-account?—A. No, sir.

Q. Were they always kept separate and distinct?—A. They were always given to him.

Q. Then you knew that any business which he had with Mr. Mathews was in fact nothing which the firm of A. G. Cattell & Co. was interested in?—A. Yes, sir.

Q. Do you know what that business was?—A. No, sir.

Q. Did you not sometimes read the letters accompanying such checks?—A. The letters accompanying such checks were, simply, "I inclose you check for so and so, which we trust will be satisfactory," or something of that kind.

Q. Have you those letters?—A. They were all handed to E. G. Cattell.

Q. Is there any memorandum or account in your possession showing the number and amount of those checks?—A. No, sir.

Q. How long have you been associated with these gentlemen since you first went there?—A. I have been with them about sixteen years.

Q. You were with them, at first, I suppose, as a book-keeper or clerk?—A. I went with them as a boy from the grammar-school.

Q. And four years ago you were taken in as partner?—A. Yes, sir.

Q. All entries in these books are in your handwriting, are they?—A. Yes, sir; most of them.

Q. You have the entire charge of the books?—A. Yes, sir; I am book-keeper.

Q. Have you anything to do with the business transactions of the firm, buying and selling?—A. No, sir; E. G. Cattell, jr., runs the outside business.

Q. Are you also the cashier?—A. Yes; of course.

Q. You make the deposits?—A. Yes; I fix them up, and send the boy to the bank.

Q. You arrange the loans sometimes, do you not?—A. Well, sometimes; very seldom. He generally attends to the loans.

Q. Cannot you give the committee any information as to the business relations between E. G. Cattell and Mr. Mathews?—A. Not a mortal thing, sir; it was never mentioned between us.

Q. Have you not information from your partner that he was receiving commissions on account of a contract with the Navy Department made by Mr. Mathews?—A. No, sir; not ever a word.

Q. You, the younger Cattell, and the two senior Cattells, A. G. and E. G., constitute the whole firm, do you?—A. Yes, sir; A. G. Cattell, jr., and myself run the grain business. We do nothing except that. Our business is to run that grain business of the firm, which we do. All we have sold to the Navy Department from the 1st of January, 1875, as I say, is contained in that ledger.

Q. What does E. G. Cattell, senior, do in relation to your business?—A. Nothing, except when he is home we consult him about anything in the shape of an operation that we may want to enter into. He has been away a good part of his time; that is, he does not take any steady connection in the business. It is A. G. Cattell, jr., and myself who run the business steadily.

Q. Then, in point of fact, this firm was established by these two senior members, practically, for the benefit of the boys, yourself and A. G., jr.?—A. I suppose that is what you might say it amounts to.

Q. Did the senior members share in the profits?—A. The arrangement is simply that A. G. Cattell, jr., and myself get a certain sum whether we make it or not.

Q. How much is the amount that you are allowed to draw?—A. We are allowed to draw \$2,800 each.

Q. Then if there should be a profit above that, what is done with it?—A. Then it goes into the capital of the concern.

Q. Has any profit been drawn by A. G. Cattell, sr., or E. G. Cattell since January 1, 1875?—A. No, sir.

Q. Have they drawn money?—A. No, sir; they have drawn no money out of the concern.

Q. All profits, then, over and above what you and A. G., jr., require for your subsistence, remain in the firm to-day?—A. Yes, sir.

Q. Have you drawn up to your amount of \$2,800 a year each?—A. Yes, sir.

Q. Have you drawn any more than that?—A. No, sir.

Q. You stated just now that A. G. Cattell, sr., really had no interest in the firm. Do you mean that?—A. Well, yes.

Q. He has got \$10,000 capital in it, has he not?—A. He has \$10,000 capital; but outside of that all the interest that he has in it is that he leaves his name and some capital in. He does not take any part in the business whatever.

By Mr. JONES :

Q. Did I understand you that the two senior Cattells had never drawn anything out of the concern since the company was formed?—A. They have drawn money out previous to January 1, 1875.

Q. How much has each of them drawn out of the firm since you entered it?—A. That I could not say positively; they have drawn out living-expenses.

Q. Previous to 1875?—A. Yes, sir.

Q. They have not drawn anything since 1875?—A. No, sir.

By Mr. HARRIS:

Q. State whether, on the 1st of January, 1875, the two senior partners drew out everything except the \$10,000 apiece, which remains on your books. I see your books open with \$10,000 credited to each of the seniors, and \$5,000 to yourself, and \$5,000 to A. G., jr. Do your books represent the amount of capital left in the concern January 1, 1875, by each of the partners?—A. Yes, sir; that was a new arrangement on the 1st of January, 1875, when these books were started, between A. G. Cattell, jr., and myself with them.

Q. They have no greater interest than your books show?—A. Nothing in this concern, except what the books show.

By Mr. JONES:

Q. What interest did they have in it previous to that? You say you formed a partnership four years ago?—A. It was not a copartnership; it was an agreement that we should have so much whether the business paid so much or not. We did not have anything over that previous to 1875. We have never been what you might call full partners. The two seniors being away so much it was necessary that we boys should have power to sign checks and one thing and another; and they gave us an interest in the concern to the extent of a certain amount; that amount we have drawn ever since.

Q. Before that you were getting so much whether it was made or not?—A. Certainly, and we do yet. We are doing our best, of course, to make it.

Q. Who draws the checks of your concern, and signs the notes?—A. A. G. Cattell, jr., and myself. We do all the business of the concern.

Q. The senior partners do not sign any checks for the firm?—A. No, sir; they have the right, but they do not interfere with us at all.

Q. Who indorsed the checks that were sent by Mathews?—A. I presume E. G. Cattell did himself; he has the right, as one member of the firm, to use the firm-name.

Q. Did you not indorse them?—A. No, sir; I do not think I ever indorsed a check, because they were something that I knew nothing about, and had nothing at all to do with.

By Mr. HARRIS:

Q. State whether or not your books, previous to January 18, 1875, contain any account with Wm. Mathews.—A. No, sir.

Q. Did his name appear on the books of that firm anywhere as a debtor or creditor?—A. No, sir.

Q. It never had?—A. No, sir.

By Mr. JONES:

Q. Did you ever acknowledge the receipt of these checks when Mr. Cattell was not there, when Mr. Mathews sent them to you?—A. As a matter of courtesy, A. G. Cattell, jr., who does the writing, would write him a line, saying, "We have received your check, and presume it is all right." That would be the extent of our correspondence.

Q. Do you keep such correspondence?—A. Our letters are copied, and I presume they are all preserved; but it is a matter that I suppose would be like hunting a needle in a hay-stack. It was only a question of two or three times, and I could not tell you the date, because I have no record and no account of it whatever.

By Mr. BURLEIGH:

Q. You have been a confidential clerk to the Cattells during this time?—A. Yes, sir; so considered.

Q. The senior members of your firm have been absent. You have been a member of the firm yourself for four years or more?—A. Yes, sir.

Q. During that time the senior members of the firm have been absent a good deal?—A. Yes, sir; very frequently.

Q. And for lengthened periods?—A. Yes, sometimes a week or two at a time.

Q. Sometimes more. They have been to Europe, have they not?—A. Not both of them; only one, the Senator, went to Europe.

Q. And the other in his absence was necessarily a good deal away?—A. Yes, sir.

Q. The correspondence which came to the firm, directed to the firm, was opened by whom?—A. A. G. Cattell, jr., generally attended to the correspondence with the firm. I attended to the books and he attended to the correspondence outside.

Q. You attended to the cash—to the business of the firm?—A. Yes, sir.

Q. If a check came to the firm of A. G. Cattell & Co. in a letter opened by A. G. Cattell, jr., would he not probably hand the letter and check, or whatever was in it, over to you as cashier and book-keeper of the concern?—A. Certainly; that is the way I came to see these checks of Mr. Mathews.

Q. Did you not make the deposits in the bank?—A. Yes, sir; at least I made them up, and the boy deposited them.

Q. If a piece of paper comes to the firm that needs their indorsement before it is deposited, you sign the firm's name on the check and put it in the bank, do you not?—A. Yes, sir; I have charge of that.

Q. Recollect, if you can, and carry yourself back to the period of four or five years since you have been a member of the concern. How many such pieces of paper as you say you do not enter on the books of the concern, knowing that they belonged to somebody else, have you received?—A. I will be liberal and say not over a half dozen.

Q. From what other parties besides Mr. Mathews?—A. No one.

Q. Are you sure of that?—A. Yes, sir.

Q. Those checks that you received in the absence of the senior members of the firm you probably indorsed and put in the bank?—A. No, sir; I probably handed them over to E. G. Cattell when he came in. They did not belong to A. G. Cattell & Co. I had no account with Wm. Mathews on my books. I knew nothing about it. I laid them in my drawer when they were handed to me, until Mr. Cattell came home, and he would probably take possession of them and keep them.

Q. Did he not have an account somewhere—did he keep any books in the store?—A. Not that I know of.

Q. Did you make any entry for him in any books whatever?—A. No, sir; I never kept a book for him.

Q. He never had a book-account in the store since you have been a partner in it?—A. No, sir.

Q. Never had a book-account on your own books?—A. E. G. Cattell had an individual account.

Q. Why could you not, then, properly credit him with that money?—A. Simply from want of knowledge. Why should I credit anything that I knew nothing about?

Q. You said that you knew it was his?—A. Aleck handed it to me and asked me if I knew what it was, probably, and we have decided that it belonged to him, and when he came home he said it did.

Q. You said that you were a borrower of money. He was away ten days at a time; there was money you could use as well as not; would you hold that there and borrow money and not deposit that money thus received?—A. Certainly not, if that came at these times; but I do remember of it coming at those times.

Q. Then you would have felt at liberty to deposit it if you had needed the money?—A. Certainly. I would have asked him about it, and accounted for it after he came home.

Q. How would you account to him for it?—A. By giving him our check in return.

Q. Did either E. G. or A. G. Cattell have an open account on your ledger at any time?—A. Yes, sir; they had a running-account.

Q. Up to what time?—A. That is all in the old books; I cannot say what time.

Q. Did it end with the old books?—A. Their open account, I think, ended with the old books.

Q. That is, they have had no open account since the 1st of January, 1875, in your concern?—A. No, sir.

Q. Previous to that time they kept an open account?—A. Yes, sir.

Q. Now, they having an open account at that time, and money coming in belonging to them, why did you not give them credit for it; money coming into the concern that belonged to an individual of the concern, why did you not give them credit for it?—A. Simply because Mr. Cattell said that belonged to him. Why should I, as a book-keeper, credit him with money that he said belonged to him without authority? You must recollect that I am a book-keeper.

Q. Then it was the express understanding that there was paper of a certain nature coming to the concern that you were not at liberty to put on the books?—A. No, sir.

Q. What was it, then?—A. In my duty as book-keeper if anything comes into the concern that I do not understand I ask for information before I make an entry. That is my duty as book-keeper.

Q. Repeatedly coming would you repeatedly ask?—A. Certainly.

Q. Would you not consider that you had general instructions after half a dozen times if the same thing happened?—A. No, sir; if a check came in drawn to A. G. Cattell & Co., and Mr. Cattell said, "That belongs to me," and took possession of it, why should I credit the next one?

Q. You have said that the Cattells, senior, were both absent. These checks came in their absence; you were in need of money to do your business sometimes, and had to borrow and exchange checks?—A. Sometimes we required money to carry on our business.

Q. And you did not feel at liberty to even deposit one of these checks and have the benefit of it?—A. The very fact of the first check being taken possession of by him would convince me that this belonged to him, and that I had nothing at all to do with it; that hereafter I would not have anything to do with them.

Q. That would be to you tantamount to instructions?—A. That would be tantamount to me to be very careful; asking the next time it came what to do with it.

Q. Are you positive that none of these checks that came from Mathews were passed to the credit of E. G. or A. G. Cattell by your concern?—A. Not that I remember.

Q. A. G. Cattell or E. G. Cattell or both of them, then, had an account with the bank separate from the concern that you were interested in?—A. I cannot answer that question positively: I presume they had.

Q. Do you not know that they had?—A. I know this: they have both of them given me checks on their individual account. That is all I know.

Q. Did you never deposit on their account any property which you knew belonged to them?—A. No, sir.

Q. You never did deposit anything for them?—A. No, sir; they attended to their own business and we attended to ours.

Q. And anything which you held, which was sent to the firm belonging to them, if they were away a month, would you keep without depositing it?—A. Yes, sir; there is nothing that I remember, except these checks of Mr. Mathews. They were opened by us in ignorance of what was in them, and when he came home he was asked whether they were his; and they were handed to him. His property we had nothing at all to do with.

Q. Whose property do you mean?—A. E. G. Cattell's.

Q. I understood you to say that A. G. and E. G. Cattell were not alike interested in these.—A. That I know nothing about. They were handed over to E. G. Cattell. We came more into contact with E. G. than A. G.

Q. Then you do not know whether E. G. and A. G. were alike interested in them?—A. No; I do not know anything about it.

Q. You say that they have given you their individual checks on the banks?—A. Yes, sir.

Q. Do you know whether or not each had a deposit in his name; or did they have a joint deposit?—A. No, sir; they each have a separate account in the bank.

Q. Do they not have books in your store belonging to them?—A. No, sir; not to my knowledge.

Q. Have they private rooms in your store?—A. They have their private office. I am the book-keeper, and am separated by a railing; but then, of course, there are offices on the other side of the room where the seniors write their letters. You might call them private offices, but they are just the same as any counting house.

Q. Is there any railing between?—A. There is a partition.

Q. Going way up to the wall?—A. About two-thirds of the way up.

Q. Have they a private safe?—A. Not that I know of.

Q. If they had a private safe would you know it?—A. If it was in our office I would. A. G. Cattell has one out at his home in Merchantville; I have seen that.

Q. If they had had private books in your office would you not know it?—A. I would be likely to know it.

Q. You say that you have seen A. G. Cattell's safe in his house where he lives?—A. Yes, sir; I know he keeps a private safe there, because I have seen it.

Q. Do you know that he keeps books there?—A. No, sir; I never saw the inside of it.

Q. In looking over your cash-account the other day, and your cash-books, we did not make them agree. Perhaps you can explain. I will ask you if your bank-account should not agree with your cash-book?—A. Certainly; they should agree if there were not any other items; but we have small due-bills lying in the drawer representing cash, as every house has. If a party comes in and wants to borrow a few hundred dollars, we give it to him and he gives us a little due-bill, and it lies in the drawer. Our cash-book and the due bills added to the check-balance agree. Take the due-bills and add them to the balance and they agree. I balance the cash.

Q. To get at what is done with the checks from Mr. Matthews, we cannot get any light from your books.—A. That is simply because we had nothing to do with anything of the kind, as I told you. The checks have been handed to E. G. Cattell. For whatever information you want you must ask that gentleman.

By the CHAIRMAN:

Q. Would the grain establishment borrow, or not, from time to time of either E. G. or A. G. Cattell sums of money as they might need it?—A. Certainly; and we would pay them back, of course. If I wanted \$1,000 to-day, and if Mr. Cattell was about the store, I would ask him if he had \$1,000 over; and if he had he would give it to me; but I would pay him back to-morrow.

Q. Is there anything upon your books that would represent transactions of that kind?—A. Certainly not; that is simply a call-loan, to be repaid in a day or two.

Q. Do you keep no memoranda of your due-bill transactions?—A. No, sir.

Q. They are simply represented by the loose papers in your office?—A. Certainly; that is done always.

By Mr. BURLEIGH:

Q. In depositing or receiving checks from E. G. or A. G. Cattell, on what banks were the checks drawn, or in what banks were deposits made in their name?—A. The Corn Exchange Bank. I do not know whether he has any other or not. That is what he generally gives me whenever he has done so.

Q. You say generally ?—A. Always. Whenever he has given me a check it has always been on the Corn Exchange Bank.

Q. Whenever you have made a deposit for him, to his credit, you have made it in the Corn Exchange Bank, have you?—A. I give him the check himself and he makes the deposit. He attends to his business.

By Mr. JONES :

Q. Do both of the senior Cattells keep a separate account in the Corn Exchange Bank?—A. Yes, sir.

Q. You do not know of any other bank that they keep an account in; and they never gave you a check on any other bank?—A. No, sir.

PHILADELPHIA, *April 12, 1876.*

J. P. WARR recalled.

By the CHAIRMAN :

Question. Who is D. S. Stetson & Co.?—Answer. Business neighbors of ours on the wharf. They are engaged in the shipping business. They are old personal friends of the Cattells, and live at Merchantville.

Q. Have they associated with the Messrs. Cattell in any enterprise or dealings of any kind?—A. Not to my knowledge. The transactions which we have had with them will show on the books. On page 10 of the ledger appears an entry of two accommodation notes of A. G. Cattell & Co., indorsed by Geo. M. Robeson, for \$5,000 each, dated September, 1869. On page 11 of the ledger appears an entry of two accommodation notes of A. G. Cattell & Co., indorsed by Geo. M. Robeson, under date of December, 1869, for \$5,000 each. On the same page appears an entry of an accommodation note of G. M. Robeson for our use and accommodation, dated May, 1870, for \$5,000. On page 12 of the ledger appears an entry of a note of G. M. Robeson, loaned to us as accommodation, dated September, 1870, for \$5,000. On page 12 of the ledger appears an entry of two notes of G. M. Robeson, being accommodation to us, one dated December, for \$5,000, and one dated January, 1871, for \$5,000. On page 13 of the ledger appears an entry of an accommodation note of G. M. Robeson, for \$5,000, dated January, 1871; also accommodation note of G. M. Robeson, dated May, 1871, for \$5,000; also accommodation note of G. M. Robeson, dated May, 1871, for \$5,000.

Q. I notice that here are several notes of Mr. Robeson, each for \$5,000, the reference being, as you say, to the journal?—A. Yes, sir.

Q. Do I understand you to say that they were loan-notes of Mr. Robeson which were unused by the firm?—A. Yes, sir.

Q. And that they were returned or canceled?—A. Yes, sir.

Q. I observe, during the year 1871, as appears from dates in your ledger, there were four notes that were loaned, each being for \$5,000, which you say were unused by the firm?—A. Yes, sir; that is so.

Q. Look among your bills receivable after the close of the year 1871, and see if there is any other transaction of the kind, to wit: that of loan-notes from G. M. Robeson to your firm.—A. I find November, 1875, one of \$1,200 and one of \$4,000, note of G. M. Robeson to us. Also, in March, 1876, note for \$5,120, and also one for \$4,080. Those are two accommodation notes still unused and in our possession. On pages 124 and 126 of the ledger appear the accounts of Geo. M. Robeson, a transcript of which account I will furnish to the committee. The pencil-memorandum on the face of the account shows the letters, Dep. S. bk.

Q. How much money does your firm owe J. O. Bradford?—A. \$20,000.

Q. Do you know for what that indebtedness was created?—A. It was simply a loan, as I understand it.

Q. Is the firm of A. G. Cattell & Co. indebted to Jay Cooke & Co.?—A. The account is balanced, and is paid.

Q. Do you know anything about the business of the firm in Arkansas land, Louisiana land, and in stock, real estate, town-lots, &c.?—A. A. G. Cattell, Peter Wright & Sons, and several Philadelphia merchants own plantations in Louisiana and Arkansas.

Q. Do you know whether Mr. Robeson or anybody else was interested in that?—A. No, sir.

Q. Is that true of the Merchantville property?—A. As far as I ever knew, the Merchantville property belongs to Elijah and Senator Cattell. An account is opened on the books of the Merchantville building-lots, which represents real estate in Merchantville.

Q. Is Mr. Robeson or any one connected with the naval service interested in those lots?—A. Not to my knowledge.

Q. I notice that a real-estate account is opened under the heading of "Long Branch." Is Mr. Robeson or any other person interested with the firm of A. G. Cattell & Co. in those

lots?—A. I will tell you how that account, when it was started, was explained to me. Mr. Cattell can explain it much better than I can. The Senator and Mr. Robeson have business transactions together in property at Monmouth Beach, and the account stands open on our books, never having been settled, but the Senator has security in his hands to cover the indebtedness on that account.

Q. Will you turn to the Long Branch account and give the state thereof?—A. The Long Branch account stands debited on our ledger \$13,368.19. For a long time this property was carried on accommodation notes.

Q. Under the general head "Long Branch property," in which, as you have understood from Senator Cattell, Mr. Robeson was interested with him, the debit items, as they appear from the books, foot up \$43,565.40, and the items of credit foot up \$30,197.21?—A. Yes, sir.

Q. That leaves a balance of \$13,368.19 upon the debit side?—A. Yes, sir; those items of the debit do not really represent the amount of the expenditures made, but are simply the amounts of the original purchases, which have been carried and renewed from time to time; when renewed the credits would appear. The balance represents the net amount of expenditures.

Q. Do you understand that either of the Messrs. Cattell had any interest with Mr. Robeson in the items which appear upon your books, "Long Branch cottage, Nos. 1, 2, 3"?—A. Yes, sir; Long Branch cottage No. 3 is owned by Elijah G. Cattell, Long Branch cottage No. 2 is owned by A. G. Cattell, and Long Branch cottage No. 1 is owned by Geo. M. Robeson. All this Long Branch property is in connection with other transactions with the Senator.

Q. State how much is shown to be the cost or expenditure made for and on account of lot No. 1, set apart to Geo. M. Robeson?—A. Thirteen thousand and seventy-two dollars and twenty-nine cents.

Q. Does it appear to have been paid by Mr. Robeson?—A. No, sir; that is an open account against Mr. Robeson. A. G. Cattell can explain that to you. It is not charged to Geo. M. Robeson, except under the title of Long Branch cottage No. 1, and his initials to it.

Q. Do the books or not show a large indebtedness of the firm to E. G. Cattell, either under the name of E. G. Cattell No. 1 or No. 2?—A. Yes, sir.

Q. Can you state how large that indebtedness appears to be?—A. Two hundred and sixty-four thousand three hundred and nine dollars and seventy-two cents.

Q. I understood you to state to Mr. Burleigh a short time since that whatever assets the books show belonging to the firm, Mr. E. G. Cattell was entitled to in order to repay him the amount that the firm was indebted to him?—A. No, sir.

Q. In what manner, then, is Mr. E. G. Cattell to be paid what the firm is indebted to him, that is, this sum of \$264,309.72, which you have just stated: that is, if he is not paid out of the assets?—A. He cannot be paid in any other way than out of the assets, I should think.

Q. Then these open accounts due from parties on Long Branch property, and other things, are a part of the assets, are they not?—A. The open accounts on Long Branch property are part of the assets of the firm, certainly.

By Mr. BURLEIGH:

Q. In striking a trial-balance from these books, will they balance?—A. Yes, sir.

Q. Are there property-accounts enough on the books to offset the sum due Mr. E. G. Cattell?—A. I could not answer that. I could not estimate as to that.

By the CHAIRMAN:

Q. Has the firm of A. G. Cattell & Co. had any other business transactions with Mr. Geo. M. Robeson than those shown by your books?—A. Not to my knowledge.

Q. Have you any such information?—A. No sir.

Q. Have you at any time heard Mr. E. G. Cattell say that he had business relations with him?—A. No, sir.

Q. Mr. A. G. Cattell?—A. No, sir.

Q. Have you not remitted money or merchandise to Mr. Robeson or Mrs. Robeson, by direction of one or the other of the Messrs. Cattell?—A. We have sold oats. The books of the concern show what that was—five hundred and thirty odd dollars.

Q. Is that all?—A. That is all he owes the new concern. What he owes on the Long Branch property you would have to get Mr. Cattell to tell you.

Q. You have at no time sent anything to Mr. Robeson or to Mrs. Robeson by direction of A. G. Cattell or E. G. Cattell?—A. No, sir.

Q. Do you know whether it has been done by anybody else?—A. No, sir.

Q. Has no merchandise been shipped, by express or otherwise, from your house, which was purchased in this city, to Mr. or Mrs. Robeson? I mean anything in any way bought or procured?—A. Not to my knowledge.

Q. Or given him here?—A. Or given him here.

Q. Who attends to shipments from your house?—A. We have a regular shipping-clerk.

Q. Explain how it is that you, having indorsed the checks of William Matthews and sent them to the bank for collection, they passing to the credit of the firm of which you are a member on your bank-books, did not enter the amounts at the time upon your cash-book?—A. Simply, as I told you, because Mr. Cattell ordered them on a memorandum-account.

Q. Did he order those particular checks?—A. No, sir; any money that he handed to me.

Q. This is not money that he handed to you; this money that came in checks, payable to the order of A. G. Cattell & Co., you indorsed them?—A. He handed them to me of course. As I told you, there is only a very few, and not over a half-dozen, that have ever been opened by A. G. Cattell, jr., or myself.

Q. When he handed you these checks he would tell you to put them upon his private memorandum?—A. Yes, sir.

Q. That private memorandum you would deposit in your cash-drawer?—A. Yes, sir; as an item due E. G. Cattell.

Q. If he drew out any money, how would he draw it?—A. What he drew, I presume, would be on the cash-book.

Q. Show here just how you would make that memorandum and put it in your cash-drawer.

[The witness explains by pencil-memorandum.]

Q. That amount, so entered, would be to your credit in the bank, would it not?—A. Yes, sir; that would go along with our other deposits, of course.

Q. Then, if Mr. Cattell desired any money, he would check it from the bank?—A. Mr. Cattell had a private account of his own.

Q. But would the check of Matthews, when you took it to the bank, pass to the private account of Mr. Cattell?—A. That would pass to the credit of A. G. Cattell & Co. in the bank. It would pass to the credit of E. G. Cattell in the due-bill in our drawer.

By Mr. JONES:

Q. You mean the memorandum?—A. Yes, sir.

By the CHAIRMAN:

Q. If he wanted to get any money out of the bank for any purpose, to pay any individual obligation of his own, he would draw in the name of the firm, would he not?—A. He could do that, or he could draw out of his private account. He had a private account.

Q. You having indorsed all checks of Matthews to him going to the credit of the firm in the bank, if E. G. Cattell desired any money from that source, he would have to check it out of the bank, would he not?—A. If he wanted any money from that particular check he would, but I do not remember any transactions of that kind. It was money that he was giving unto the firm and not taking out.

Q. I understand that; but here is what I mean: The very moment that you pass it to the credit of the firm in the bank, the object of making this memorandum had ceased, except as a mere entry upon your books, had it not?—A. Well, I don't know what his object was.

Q. What function would it perform?—A. It was an evidence of indebtedness.

Q. Now, to go back a moment, that is a check received from Matthews on the 1st day of April, say, 1876. Upon that day it passes, by your indorsement, to the Corn Exchange Bank for collection; it passes to the credit of A. G. Cattell & Co. in the bank, and it was then part of the assets of the firm of A. G. Cattell & Co. by that indorsement. Now, if Mr. E. G. Cattell wanted to use any part of that money for any purpose, he would have to draw his check upon the firm of A. G. Cattell & Co., would he not?—A. It is in the Corn Exchange Bank, but it is to his credit in the drawer. You must recollect that he was pouring this into this concern right straight along.

By the CHAIRMAN:

Q. If he drew a check himself, or any of the firm drew a check on the bank, and he used the proceeds of it, would it be charged to him?—A. Yes, sir.

Q. Did he do so?—A. Yes, sir.

By the CHAIRMAN:

Q. From what quarter do you understand that E. G. Cattell's private account is made? I understand that at the Corn Exchange Bank there is a bank-account in favor of A. G. Cattell & Co., and there is a private bank-account in favor E. G. Cattell?—A. I do not know anything about his private account at all. He has such an account; he has given me checks on that account.

Q. From what business does he derive any income or profit, outside of his connection with the firm of A. G. Cattell & Co.?—A. I do not know his business at all; he never has told me.

Q. Turn to the ledger and state to what extent, during the years covered by this book, the firm has supplied the United States Government with any property?—A. A. G. Cattell & Co. did some business, and I made the entries in the books here; and Mr. A. G. Cattell, who is very sensitive about anything of the kind, discountenanced our doing business with the Government, and for a long while Mr. E. G. Cattell took the Government business, although I think it was done in our name. I do not remember that.

Q. Did you not just now state that A. G. Cattell did not want it to appear that he had anything to do with it?—A. Yes, sir; he was very sensitive about that; but I say I do not

know how it was done. For a long while it was E. G. Cattell; for a long time E. G. Cattell ran that Government business himself. That is all that appears on our books.

Q. What is there that does appear? The books show what extent of business in what year?—A. In 1870 and 1871, \$4,071.50.

Q. Do your books represent the amount of business done with the Government by the firm of A. G. Cattell & Co., or the members of said firm?—A. There were other transactions which Mr. E. G. Cattell had the benefit of; they were not entered on our books.

Q. What was the nature of those contracts?—A. Nothing that I remember, except flour and feed.

Q. Did he never supply provisions?—A. Not that I know of.

Q. Did he not supply clothing?—A. Not that I know of.

Q. Did not the firm of A. G. Cattell & Co. fit up the Polaris expedition?—A. No, sir.

Q. Did neither of the Cattells have anything to do with the Polaris expedition?—A. E. G. Cattell, did, I think.

Q. Do I understand you to state that in these contracts subsequent to this date A. G. Cattell had no interest?—A. No interest.

Q. Has A. G. Cattell talked to you recently about his connection with the Government?—A. No, sir; he has been sick for a week.

Q. Prior to that time, had he talked with you?—A. No, sir.

Q. He has not at any time talked with you recently about his connection with the Government?—A. Not recently.

Q. How long since has he talked with you?—A. I cannot remember that.

Q. Has it been any time within the last six months?—A. I could not remember that.

Q. Has no one talked to you within that period of time about his connection with the Government?—A. No, sir; not that I remember.

Q. Neither Mr. E. G. Cattell or E. G. Cattell, jr., or A. G. Cattell, sr.?—A. Not that I remember. Mr. E. G. Cattell has been away for probably six weeks.

Q. I have gone back a period of six months, with a view of covering your recollection of anything that you may have heard said by either one of them in regard to fixing your recollection, or that of anybody else, as to Mr. A. G. Cattell's connection or interest in any contract or agreement with the Government.—A. No, sir; he has not any.

Q. Nor any other member of the firm?—A. No, sir.

By Mr. BURLEIGH:

Q. Have you not talked over the situation of the firm with the Government and its condition, in any way or shape, within the last six months?—A. Of course this business here was a complete surprise to the junior members.

Q. You knew Matthews, did you not?—A. No, sir.

Q. Did you not hear what business he was in?—A. No, sir; I have heard his name mentioned. I never saw the man in my life; do not know who he is, and do not know what business he is in.

Q. You never inquired?—A. No, sir.

Q. And never inquired what those checks were coming to you for?—A. No, sir.

By the CHAIRMAN:

Q. I call your attention to the cash-book of your establishment for the year 1871, page 35, and to the following entry: "G. M. Robeson, dep. in." The original entry was, "Corn Exchange Bank, \$1,000." I see "Corn" erased with pencil; what is that mark above it?—A. "State." It was merely a mistake, corrected at the time. He did not keep any account in that bank. It was a mistake of my own; I ran the pen through it.

Q. Do you state now that that alteration of "Corn," and the writing above in pencil, were done at the same time?—A. Yes, sir.

Q. If done at the time, instead of being in pencil-mark, why not done with the pen which made the original entry?—A. I do not know why, unless it escaped my eye. It is very easy in looking at a page, seeing a mistake like that, to run your pencil through and put the word "State" over it. I am perfectly confident of that. I can get the cashier to certify that at the State Bank, I have no doubt.

By Mr. JONES:

Q. Was that where Mr. Robeson kept his account?—A. Yes, sir; at the State Bank.

By the CHAIRMAN:

Q. Is that in this city, or at Camden, N. J.?—A. At Camden.

Q. Do you remember how frequently you have made deposits in the State Bank at Camden to the credit of Mr. Robeson?—A. None, except what is shown on the book.

Q. None outside of that?—A. None outside of that.

Q. Have you not made any since the year 1871?—A. No, sir: nothing outside of the ledger.

By Mr. BURLEIGH:

Q. It appears that on June 21, 1871, there is a credit of \$1,851.72 as cash paid by G. M. Robeson to Cattell. Do you remember whether or not that cash was handed you by Mr. Robeson, or did Mr. Cattell give it to you from his private memoranda?—A. I cannot remember. I have nothing but the record here that shows that \$4,772.54 was paid in cash to A. G. Cattell.

Q. Then, October 13, 1871, appears a credit, Geo. M. Robeson, as cash \$4,772.54. Can you say whether that was handed by Mr. Robeson, or whether E. G. Cattell, or one of the Cattells, did not give you the memorandum as cash?—A. I know nothing except the record. It is entered here as cash from him.

Q. The last cash payment by Mr. Robeson on account on the books is dated October 13, 1871, is it not?—A. The last cash payment on the old books is October 13, 1871.

Q. And the last cash debit to Mr. Robeson is July 10, 1871?—A. Yes, sir.

Q. The only subsequent account is for some oats, is it not?—A. Yes, sir; in July, 1869, we gave Geo. M. Robeson a note for \$10,000 to get discounted for our accommodation, and he did, and handed us the money. We paid that note at maturity.

By the CHAIRMAN:

Q. What day did you pay that?—A. October 2.

PHILADELPHIA, April 13, 1876.

J. P. WARR recalled.

By the CHAIRMAN:

Question. Please turn to the account of E. G. Cattell, No. 2, and state to the committee, (referring to the sum which it appears from the entry in your books E. G. Cattell, No. 2, received from E. G. Cattell, under date April 17, 1873, "at various times and sums, from November, 1870, transferred from memorandum due-bill.") whether that amount in cash was received upon that day into the firm of A. G. Cattell & Co. and passed to the credit of E. G. Cattell, No. 2.—Answer. It was received precisely as it states there.

Q. Was the money paid in on that day?—A. It was transferred from the due-bills on that day, as it states there.

Q. Do you mean from that entry or from this memorandum to state that previous to that time money had been paid by E. G. Cattell into the firm which was borrowed or made use of by E. G. Cattell No. 2 or No. 1, or how was that?—A. I do not exactly understand you. This money, as it states there, was received from E. G. Cattell at various times, and in various sums, from November, 1870, "transferred from memorandum to the credit of E. G. Cattell, No. 2, under date of April 17, 1873."

Q. Does not the entry upon your books show these words: "Transferred from memorandum due-bills?"—A. Yes, sir. I want to explain that word "due," because it misleads you entirely. As I gave you that memorandum yesterday, the heading is, "Due E. G. Cattell." That is the whole signification of that word. It is just a memorandum to be in the drawer, "Due E. G. Cattell," so many dollars.

Q. I want to know if the true book-keepers' explanation of that entry would not be that prior to that time E. G. Cattell, No. 2, had received from E. G. Cattell, No. 1, the sum of \$180,000?—A. I do not understand you. This money is paid into this firm by E. G. Cattell at various times and in various sums, as I have told you. When he sees fit, he tells me, "Credit it to my account, No. 2;" I do so under his instructions.

Q. What is the distinction or difference in your business between E. G. Cattell No. 1 and E. G. Cattell No. 2?—A. There is no distinction, except that he ordered it so.

By Mr BURLEIGH:

Q. For what object?—A. That I do not know.

By the CHAIRMAN:

Q. Upon that date, would your bank-book show a corresponding entry of cash \$180,000?—A. No, sir; of course not.

Q. Would your bank-book show at any time previous to that that the firm of A. G. Cattell & Co. had received money, either one or the other of them, to that amount?—A. It would show at various times that money had been deposited to the credit of A. G. Cattell & Co. just as it says there, "at various times and in various sums from November, 1870."

Q. Do you say that upon a settlement of the bank-books of the firm, the item of deposits made daily from your business, or by either of the partners individually, would show and include that sum of money?—A. From November, 1870, to April, 1873, that sum of money has come into the concern from E. G. Cattell, and has been deposited to the credit of A. G. Cattell & Co., remaining in the drawer as an amount due him until he ordered it to be credited, when it was credited to E. G. Cattell, No. 2. I cannot make it any plainer than that.

By Mr. BURLEIGH :

Q. Did that sum of money represent the whole amount of the receipts of Cattell ? Did his memoranda, or does that sum or money, represent the balance that he had received and paid out on his memoranda ?—A. Those memoranda, according to the best of my recollection, represent the amount of money that he has paid into the concern.

Q. But not the actual amount that was on the memoranda ?—A. No, sir ; that is the actual amount of the memoranda and the actual amount paid in.

Q. You do not understand me. Mr. Cattell kept a memorandum of his receipts and expenditures ; a private account for two years which did not go on to the books. Was all the money that he received during that space of time turned into the concern ? Are you going to say that all the money he received during that two years he turned over to the concern ?—A. That I do not know.

Q. But you believe this was the balance of the memoranda, after taking out what he had— A. [Interrupting.] There is no question of balance at all. I am the book-keeper. He comes into the concern, and he gives me money, or whatever it may have been. He says, "Give me credit for that on a memorandum." I do so. Where it comes from or what it represents I know nothing at all about.

By the CHAIRMAN :

Q. You detained or kept those memoranda for the period from November, 1870, until the date of this entry, by his direction, did you ?—A. Yes, sir.

Q. Does your recollection enable you to state whether any part of that sum of money was or not the Matthews checks ?—A. I have lost all recollection of what that was composed of. I presume all of Matthews's checks went into that account. I cannot remember what it was composed of, except that he handed it over to me. I would not probably pay any attention to it.

By Mr. BURLEIGH :

Q. Do you propose to swear that the proceeds of the whole of Matthews's checks were paid into the firm of A. G. Cattell & Co. ?—A. I do not know that ; I do not know anything about E. G. Cattell's business.

Q. What do you mean by that ? I ask you if you mean to swear that the whole amount received on the Matthews checks was paid into the firm of A. G. Cattell & Co. ? You received it and signed more than half of those checks yourself.—A. Yes ; that has all gone to the credit of E. G. Cattell. I do not know how many checks or what amount he ever gave me from William Matthews. Whatever he gave me, and every dollar that he ever gave me that he told me to put on a memorandum, was put on it.

By the CHAIRMAN :

Q. I ask you if these memoranda which you kept for the private account of Mr. E. G. Cattell when you transferred them to your books were not transferred to the credit of E. G. Cattell, No. 2 ?—A. Yes ; there it is on the record.

Q. Now, passing to the second large credit of \$18,000 and over, on page 364, was that a payment in cash, or was that a memorandum ?—A. It was a memorandum.

Q. That went to the credit of E. G. Cattell No. 2, did it not ?—A. Yes, sir.

Q. Look at the entry upon page 414 of the cash-book, under date of September 17, 1873—\$25,598.62.—A. The same answer applies to that. It went to the credit of E. G. Cattell, No. 2.

Q. Who is E. G. Cattell, No. 2 ?—A. E. G. Cattell.

Q. Who is E. G. Cattell, No. 1 ?—A. E. G. Cattell.

Q. Do I understand you that you have no knowledge, by information derived from any correspondence, bank-books, memoranda, or from your conversation with Mr. E. G. Cattell, as to his object and purpose in keeping an account with E. G. Cattell No. 2 ?—A. I do not recollect anything passing between us.

Q. You are certain in your recollection, as I understand you, that the payments made on the checks of Mr. William Matthews passed to the credit of E. G. Cattell No. 2, in the manner that you have explained ?—A. Yes, sir ; I am convinced that there is something in that account that he received from William Matthews ; how much of it, however, I do not know.

Q. Did the checks that you indorsed go into that account ?—A. They did.

By Mr. BURLEIGH :

Q. Have or have not Noblitt & Co., or any firm of that name—Del. Noblitt, Del. Noblitt & Co., or Noblitt, Brown & Co—loaned A. G. Cattell & Co. any money which does not appear on your books ?—A. Not to my knowledge.

Q. Does there appear on your books any loan from Del. Noblitt & Co., or any of the Noblitt firms ?—A. No, sir.

Q. On yesterday, in talking of money remitted from Matthews, you said that this money was constantly pouring into the firm. Was there money pouring in from other parties at the same time of the same character as the Matthews remittances ?—A. That is what I do

not know; what I mean is, that between November, 1870, and April, 1873, the large sum of \$180,000 had been handed me by E. G. Cattell.

Q. Then it came in from other sources than from the Matthews source?—A. It came in through his hands; what it was composed of I do not know.

By the CHAIRMAN:

Q. Turn to your cash-book, page 3, interest-account, and explain the item under interest account of "Schenck and Robeson's note, \$205.96," under date of 1871.—A. The item on page 3, charged to interest-account as discount on Schenck and Robeson's note, \$205.96, is, as it says, the discount on two accommodation-notes that were discounted at the Corn Exchange National Bank on the 13th of May, 1871. That is one of those notes which we have gone over heretofore.

Q. Here is another charge for discount on the same page, "on Robeson note, \$120.55." Explain that.—A. That is a discount paid by us on Geo. M. Robeson's note discounted at the State Bank of Camden, \$5,000. It was an accommodation-note of Geo. M. Robeson for our use.

Q. I notice under date of April 18, 1871, "E. G. Cattell, No. 2, loan \$1,000." Do you know anything about that transaction, or can you explain it?—A. No further than appears on the record, that he paid A. G. Cattell & Co. \$1,000, to be considered as a loan and to be returned.

PHILADELPHIA, April 15, 1876.

J. P. WARR recalled.

By Mr. BURLEIGH:

Question. I find an account on page 275 of the ledger of Elijah G. Cattell, No. 2. I find that up to the 21st day of June, 1871, he had been charged with sundry items, amounting to \$7,373.75, and credited with an amount just equal, and the account balanced: I then find under head of April 17, 1873, a single item of credit of \$180,017.73. Can you state what that item was made up of?—Answer. By turning to the cash-book, page 352, I find this entry: "Received from E. G. Cattell, at various times and sums, from November, 1870, transferred from memorandum due-bill \$180,017.73." I desire you to understand perfectly the phrase "memorandum due-bills." It may convey to your minds a different impression from what the facts warrant. For instance, when this account was first started, the first money that I ever received on the account was put on a slip of paper; the heading was, "Due E. G. Cattell." The date and the amount in dollars and cents was placed thereupon. As he handed me money from time to time, that was added to the amount, until, after running up to this date, April 17, 1873, it amounted to \$180,017.73. It was then transferred from this due-bill into the cash-book and posted to his credit in the ledger, in account No. 2.

Q. Then you transferred from that slip of paper the total footings of money-items, amounting to \$180,017.73?—A. Yes, sir.

Q. Did that \$180,017.73 first appear in your cash-account at that time?—A. Yes, sir; that is the first entry in the cash-book.

Q. You have been in possession of \$180,000 or portions thereof, or at least a large amount of money going to make up that item, from 1869 all along?—A. No; it commenced in November, 1870.

Q. And went up to April, 1873?—A. Yes sir.

Q. And you had no entry upon any book anywhere showing it?—A. It remained in the drawer as a due-bill due by the concern; the cash-book shows the disbursements of the concern.

Q. You are not answering my question; I asked you whether or not the cash which that memorandum represented first appeared in your cash-book on that date?—A. Yes, sir; it appeared on the debit side of the cash-book on that date, but this money, as it came in, was spent in payment of the debts of the concern, as will appear by the credit side of the cash-book.

Q. Then it would show, would it not, that being the case, that you have paid out a great deal more money—\$180,000 more money—than you had received?—A. The cash-book would show that, which would be rectified by the due-bill in the drawer.

Q. And while your books would not show cash enough to meet the disbursements shown by \$180,000, yet, by adding the memorandum in the drawer, you were enabled to make your cash balance?—A. Yes, sir; that is the whole story.

Q. Why was that course pursued?—A. The motive of Mr. Cattell in keeping this account separate I do not know; I suppose he had some idea.

Q. While your cash-account cannot show where any of this money came from, your books do show where it all went?—A. Yes, sir.

Q. Do you remember the contents of that memorandum?—A. That memorandum was composed simply, as I have told you, of sums of money handed to me by E. G. Cattell, and

in what amounts I do not remember. It was in checks and in money, but whose I do not remember.

Q. Did that memorandum show from whom the money was received?—A. No, sir; it only showed the amount of cash received from him, except if he gave me a check I might put the name in.

Q. Did you?—A. That would not be a matter of any moment to me. I could not remember it.

Q. Do you remember now whether you did or not?—A. I do not remember.

Q. To recapitulate, as I understand you, you had this memorandum in the drawer?—A. Yes, sir.

Q. By that you knew how much money Cattell had advanced you?—A. Yes, sir.

Q. I now ask you whether he had anything to show the amount due him?—A. I do not know what memorandum he possessed.

Q. Had he any memorandum or notes signed by the firm covering a portion of this amount?—A. He had no notes of the firm at all.

Q. You had that memorandum in the drawer accessible to him always?—A. Yes, sir; and I had the money and disbursed the money according to the books.

Q. Is there any other piece of paper in existence showing either you or him the amount due?—A. Not anything in my possession. I do not know what he has.

By the CHAIRMAN:

Q. Do you know whether he kept any books or memorandum himself for his own protection?—A. I do not.

By Mr. HARRIS:

Q. Have you made any effort to find that memorandum?—A. No, sir. The memorandum that you lay stress on was nothing. It was useless. It was merely a memorandum of cash that he turned into the concern.

Q. That may be your view of it, but we want to know if you have looked to find it.—A. I have not looked to find it, but I know that it is gone.

Q. Do you know whether it was destroyed at the time the entry was made?—A. It was destroyed at the time the entry was made.

Q. Do you remember that?—A. Certainly. The only point is whether the mere act of tearing the paper was done by Mr. Cattell or by myself. If I did it, it was done by his orders.

Q. But you are sure it was done?—A. Yes, sir.

Q. And about that you have some recollection?—A. Yes, sir; that is a very common thing.

Q. Was Mr. Cattell present when you made the entry in that cash-book?—A. I do not remember that he was standing alongside of me. He was probably in the office.

Q. Did you have a consultation about closing that account and making this entry?—A. Yes, sir; certainly.

Q. Do you remember what took place?—A. The only object of the consultation was this: I told him, as near as I can recollect it, that that was a big amount to carry on a memorandum, and asked him whether I should not credit it, or something to that effect.

Q. To which he said yes?—A. To which he said yes.

Q. Turn to page 64 and tell me what the next item of \$18,504.93 is made up of.—A. That was done in the same manner.

Q. What is the entry in your book?—A. "May 15, 1873, E. G. Cattell, No. 2, received from you \$18,504.93."

Q. Do you say that that was another memorandum?—A. That was another memorandum.

Q. Read the entry on page 414.—A. "September 17, 1873, E. G. Cattell, No. 2., received from you \$25,598.62." The same answer applies to that.

Q. So that for the whole amount of \$224,121.28 you had original memoranda which were torn up when the entries were made?—A. Yes, sir.

Q. That shows a balance due to Mr. Cattell from the firm of \$224,121.28, does it not?—A. It is due from the firm to E. G. Cattell.

Q. In the settlement of that amount of money, what, if any, has been paid to Mr. Cattell?—A. There has not been any paid of that. It is all in the ledger, if you turn to the investments and accounts. Every dollar of that was put into the concern of A. G. Cattell & Co., as represented by that ledger.

Q. And they owe him for it?—A. They owe him for it. A. G. Cattell, jr., and myself are out of the concern. That is really his money.

Q. Was this made near the close of the business by A. G. Cattell & Co., before the new arrangement was made?—A. There was not any arrangement.

Q. Who owns these books and the property represented by them?—A. It is in the firm-name of A. G. Cattell & Co., but as far as I understand—and this of course is only from him, and he can explain what the meaning of it is—we are out of the concern. We are paid off and are out.

Q. How did you get out?—A. We were paid off.

Q. How much was paid you?—A. If you will turn to my account you will find that my salary was closed out.

Q. The whole amount you were entitled to was \$12,375?—A. Yes, sir.

Q. Were you paid that sum?—A. Yes, sir; I drew that all out of the concern during the various years.

Q. How were the affairs in this concern brought to a termination?—A. They have not closed.

Q. You are now a member of the new firm of A. G. Cattell & Co.?—A. Yes, sir.

Q. With a capital of how much?—A. \$30,000.

Q. That is the total capital of the concern?—A. Yes, sir.

Q. Do you say that you have no interest in this old firm?—A. Not a dollar.

Q. How was your interest in it ascertained and determined and paid off?—A. Simply on a salary basis; no question of profit entered into it.

Q. So that up to the time you formed this new partnership with your \$30,000 capital you had no interest except that of a salary?—A. That is true.

Q. And was it so with Alex. Cattell, jr.?—A. Yes, sir.

Q. And the two senior members, A. G. and E. G. Cattell, were really the only partners?—A. Yes, sir.

Q. Then, as you understand it, when the old affair closed, all the property represented by those books belonged to E. G. or A. G. Cattell, or both of them?—A. Yes, sir.

Q. Did that property belong to A. G. equally with E. G. Cattell?—A. When that book was opened in 1869, you will find that A. G. Cattell started with a capital of something like \$100,000; he has never had a dollar out of the concern except what is charged in his account, and he has got his capital drawn down, if I remember rightly, to \$9,000 at the present time. He is simply withdrawing his capital. What that arrangement was between them Mr. Cattell will explain to you if you ask him. Those, however, are the facts.

Q. But it is understood in your firm that E. G. Cattell owns all the property in which the money of this old firm passed which was on hand at the time of its dissolution?—A. Yes, sir.

Q. And that property consists of what?—A. The various investments—accounts standing represented on the ledger.

Q. And they must represent, in order to make E. G. Cattell whole for the money he advanced to you, at least \$224,000?—A. Yes, sir; double that.

Q. A. G. Cattell, on the 1st of April, 1869, at the opening of these books, had in the concern \$105,639.42?—A. Yes, sir.

Q. That was his portion of the capital?—A. Yes, sir.

Q. From that time until the present time the largest amount which A. G. Cattell has had in the concern is \$185,298.40. That is the total amount that he ever has put in. That is including the original capital?—A. Yes, sir; he has from time to time drawn out \$176,768.60, leaving a balance to his credit in the firm of \$8,529.80.

Q. In April, 1869, E. G. Cattell had no capital in the concern, as I observe from the books, and was indebted to it \$7,223.93.—A. Yes, sir.

Q. From that time forward his credit has gone up from that indebtedness until his total credits amount to how much?—A. \$182,594.81.

Q. What is the debit against him?—A. \$142,406.17.

Q. Showing a balance of capital invested at the present time in the old firm of A. G. Cattell & Co. of how much?—A. \$40,188.64.

Q. That is the investment standing to the credit of Elijah G. Cattell?—A. Yes, sir.

Q. There should be now added to that the whole capital of A. G. Cattell, should there not, being the balance of \$8,000, money overdue him, and the balance due E. G. Cattell on account No. 2, \$224,121.28, making a total of how much?—A. \$272,839.72.

Q. Do you say that no person except E. G. Cattell has any interest in that sum, except A. G. Cattell, to the extent of his \$8,000?—A. \$8,529.80. That is my understanding.

Q. Do these books show property, accounts, or assets covering the amount there represented?—A. Yes, sir; not only that, but whatever other credits may appear. On the borrowed and lent account there are some credits.

Q. Point to such assets as represent that invested capital, so far as you are able to, without going into mere minor accounts and small items.—A. Corn Exchange Bank stock about \$18,000; West Creek Manufacturing Company about \$7,000; Pennsylvania and Ohio Coal and Iron Company about \$2,000; Reciprocity Mining Company, \$4,000; Keystone Lumber and Salt Manufacturing Company about \$53,000; Swatara Coal Company, \$5,000; Colorado Prospecting and Mining Company, \$5,000; American Steamship Company, \$1,000; ground rents about \$2,500; Manhattan Manufacturing Company about \$3,500; Hammond-town land, \$10,000; land in Elk County, \$2,000; Philadelphia Chamber of Commerce about \$3,600; sundry accounts amounting to at least \$50,000.

Q. You have not mentioned the Long Branch property, have you?—A. I had forgotten; there is over \$50,000 in that.

Q. If that Long Branch property belongs to Mr. Robeson the books do not show that it is paid for?—A. No, sir.

Q. So that either Cattell owns the property or the property owes him its cost?—A. Yes, sir; that is an open account charged against him on the books, the same as it would be against you or me.

Q. Are there other assets, without going carefully through this book, showing investments of money equivalent to the total capital invested?—A. Yes, sir.

Q. Are there more than that; that is, will any of the books show a surplus over and above the actual investment of Cattell?—A. That could not be told unless all these accounts were valued and charged up to profit and loss.

Q. I do not ask you whether the assets are good, but whether the accounts show an amount of investments good or bad, and I do not care which, equivalent to the total capital represented by the balance due E. G. Cattell, E. G. Cattell on his second account, and A. G. Cattell.—A. Yes, sir.

Q. I do not discover anywhere on the books that any profits have been distributed to either of the partners. Do you know whether such a thing has taken place?—A. That is sifting down pretty well into a man's business. I do not believe there were any profits.

Q. If there have been any profits in this business it has all passed to E. G. Cattell, has it not?—A. Yes, sir; A. G. Cattell is not credited with any profits. It represents merely cash paid in and cash paid out, without any interest.

By Mr. HARRIS:

Q. In all this period of time Mr. A. G. Cattell has neither received interest nor profits on any money paid into that concern?—A. No, sir.

Q. If profit has been made it stands to the credit of E. G. Cattell alone?—A. Yes, sir.

Q. If losses have been made they must be borne by E. G. Cattell alone?—A. Yes, sir.

Q. Do you think those assets represent actual investments?—A. Yes, sir.

Q. They do not all of them represent actual value, I take it?—A. No, sir.

Q. So that I understand you, while the books show every dollar that has been expended and to whom it has been paid, they do not show from whom \$224,000 has been received?—A. They show that it has been received from E. G. Cattell alone.

Q. But from what source he received it the books do not show?—A. They do not.

Q. That money, however, has actually gone into the business of this firm?—A. Yes, sir; every dollar of it; the books show that.

Q. If any gratuities, gifts, or commissions have been paid, that would appear in the books?—A. Yes, sir.

Q. Do your books anywhere show a debt from G. M. Robeson?—A. Nothing except that Long Branch property.

Q. His name is not in the account?—A. His name is not in the ledger, but it is paid.

Q. There is no balance due from him?—A. No, sir.

Q. And the Long Branch property stands as an investment of E. G. Cattell, with only the initials G. M. R. against it to indicate whose it is?—A. Yes, sir.

Q. Do you know in whom the title to that property stands?—A. No, sir.

Q. Have you ever known of a deed made of it?—A. No, sir; I do not know anything about it.

Q. Do you or not understand whether that property is now held by E. G. Cattell in his own name?—A. I cannot answer questions about his private affairs; I have no information at all from him as to that.

Q. And you have no acquaintance, as I understand, with Mr. Robeson?—A. No, sir.

Q. You have no means now of informing the committee from what source E. G. Cattell received that \$224,000?—A. No, sir.

Q. Turn to E. G. Cattell's account No. 2, and state whether that was intended to be a special account.—A. Yes, sir; to be kept distinct from his general account; that was the object of opening it under the head of No. 2.

Q. Under whose direction did you open it?—A. That was under his direction, if I remember correctly.

Q. In his first account, where he is credited as a partner, did you treat his account as a partner and then in his special account as a creditor, or what was the object in opening it?—A. I do not know what his idea was, except to keep it separate from his other account, at the time it was opened.

Q. Can you see any possible benefit arising from that account being kept?—A. There is no object now.

Q. Was there ever any that you can understand and explain to us?—A. No, sir; there was no object whatever, that I can see.

Q. As I understand it, E. G. Cattell was pouring into your firm all the money he could get while A. G. was drawing out his large investment?—A. E. G. Cattell turned all this money in while A. G. Cattell was drawing out; that is true.

Q. And none of the money paid in by E. G. Cattell upon his account No. 2 arose from the profits of the business, so far as you know?—A. No, sir.

Q. It was all outside money?—A. Yes, sir; so I understand.

Q. It was handed to you in checks and money?—A. Yes, sir.

Q. Which did not come from the business of the firm?—A. They did not come from the business of the firm.

By Mr. BURLEIGH:

Q. Have you any charge for cash or checks, or anything else, with Mr. Robeson, since the account closed in 1871, on your books?—A. No, sir; his account is closed on the ledger.

Q. Were the amounts received from Matthews, at different times, placed on that memoranda that made up the \$224,000?—A. I did not remember at the time, but when you showed me the checks I saw that they were placed in E. G. Cattell's account, No. 2.

Q. Did the memorandum show whom the money was from?—A. It simply showed that it was from E. G. Cattell.

Q. Was there any money from this memorandum given to any man during the time of its existence?—A. No, sir.

Q. During the existence of the memorandum was there any money given from your firm to George M. Robeson, or transferred to him?—A. No, sir; not that I know of.

Q. Would the books show if there had been?—A. Yes, sir; I should judge so.

Q. Since the memorandum was credited on the books, have any moneys, or checks for money, been transferred from your firm to George M. Robeson?—A. No, sir.

Q. If there had been money or the checks of your firm transferred to him, would not the same appear on the books of the firm?—A. Yes, sir.

Q. Do you know that the memorandum, with a large amount of balance on it, was destroyed?—A. Yes, sir, at the time the entry was made.

Q. Then how do you know how much Matthews, Swift, Noblitt, and others paid your firm?—A. I do not know anything about it; this money came to me from E. G. Cattell.

Q. You were the book-keeper, and kept the memorandum?—A. Yes, sir; I kept the memorandum due-bill, and E. G. Cattell, and whatever he gave me was credited to E. G. Cattell on the memorandum.

Q. And when you put it on the memorandum, if it came from Swift, or if it came from Matthews, you put some sign there by which you knew whom it was from, did you not?—A. No, sir; I do not remember doing anything of the kind. This was handed to me by E. G. Cattell; I do not remember ever to have put anything down except the simple item, "cash from E. G. Cattell."

Q. Mr. E. G. Cattell says that you kept that memorandum and all his accounts; is that so; do you keep all his accounts?—A. I did not keep his private account.

Q. Did you keep the memorandum?—A. Yes, sir; in the drawer.

Q. That included the money received from these persons dealing with the Government, did it not?—A. I do not know the sources from which he got this money; I cannot make that distinction plain to you.

Q. You have admitted that the Matthews checks were put on that memoranda?—A. Yes, sir; but they came from E. G. Cattell. Simply from the checks being put before me, and my indorsement on them showing that they went to the credit of E. G. Cattell, I say that. There is no account in this ledger with William Matthews, and that is the only other account that those checks could have gone to.

Q. From the checks of William Matthews, placed before you, you were then enabled to say that those checks went on that memorandum?—A. Yes, sir.

Q. But you could not tell what other money went on that memorandum without the checks being before you?—A. That is so; in other words, I do not remember what moneys that memoranda were composed of; it was composed simply of moneys and checks, handed to me by E. G. Cattell.

Q. Do you know whether or not E. G. Cattell has any books that will show him how much money he received from these parties doing business with the Navy Department?—A. That I do not know.

Q. You never saw any such books or memoranda of his?—A. No, sir; I never kept his private books, if he has any. I am only the book-keeper of this firm.

Q. Are all the evidences of the ownership of the property that you have enumerated from the books in the hands of E. G. Cattell?—A. Yes, sir; he has all of those.

Q. Has he the deeds, insurance policies, and everything of that kind, of whatever name or nature it may be?—A. I have deeds of some of his property and fire-insurance policies, life-insurance policies, in my safe for safe-keeping.

Q. Have you also the certificates of stock?—A. They are in an envelope which belongs to him. I have some of his property in my safe, but nothing connected with that account in any shape or form whatever. They are all connected with these books.

Q. Have you the certificates or evidences of ownership of all the property owned by Mr. Cattell represented on those books?—A. I have the certificates of stock.

Q. Have you the deeds of all the real estate?—A. No, sir; I think the stock-certificates are all in my possession. I do not know what evidences of title he possesses. I do not know his business at all.

Q. Is the taking care of the certificates of stock which he owns particularly your business?—A. Yes, sir, certainly; I take care of them.

Q. Why do you not take care of the deeds?—A. I do not know that.

Q. You then say that you do not know whether you have the evidences of ownership of all the property in your hands that is represented on those books?—A. I have evidence in

the safe for safe-keeping of all the property represented in the books, except probably some title-deeds.

Q. Title-deeds of what?—A. Real estate.

Q. Can you name what these exceptions are?—A. I think he has the title-deeds for his Hammodtown land; I cannot remember other instances; I do not know what is in my possession until I examine.

[Witness was here directed to examine for such evidences of title as were in his custody, and to produce the same to the committee at a future meeting.]

Q. Do you not know that that memorandum of \$224,000 was made up of money received from men doing business, like Matthews, with the Navy Department?—A. I know nothing about that. I know nothing of E. G. Cattell's private business.

Q. I am speaking about the memorandum that was in your possession and that you kept yourself?—A. I do not know whom that money was from, or at least I do not remember who it was from. It was all from E. G. Cattell, but through what channels he got it I do not know.

Q. Nor do you know as to any part of it?—A. Yes, sir; I know about the Matthews money, after having had the subject brought to my memory by the production of checks indorsed by me. I know they went into that account.

Q. Does not that refresh your memory in regard to the other checks received from other parties?—A. No, sir.

Q. Do you not know that Swift paid in \$20,000 to Cattell in the same manner that Matthews did?—A. I do not; I do not know his private business.

Q. The checks were sent to the firm of A. G. Cattell & Co., were they not?—A. Not to my recollection; I do not remember any checks from Swift.

Q. Do you think if Swift had paid \$20,000 to A. G. Cattell & Co., and you had put it on that memorandum, that you would not have remembered it?—A. I think very likely I should.

Q. Would you have remembered that Matthews sent over \$129,000 which was entered on that memorandum if you had not seen the checks?—A. No, sir.

Q. Do you say here that you would not have remembered that \$129,000 of that money was Matthews's money, unless you had seen the checks?—A. Yes, sir; it passed out of my hands altogether; it was merely handed to me to credit his account. I asked no questions, and he volunteered no information.

Q. Is not such a transaction very peculiar and different from the ordinary business in which you have been interested with him?—A. It was kept in a separate account.

Q. You kept it yourself?—A. Yes, sir; certainly. He requested it.

Q. You knew of the receipt of this money, from time to time?—A. Yes, sir; from him. He paid me.

Q. And gave you checks?—A. Yes, sir; and money.

Q. And you indorsed the checks, did you not?—A. My recollection was that the greater part of that was in money.

Q. When in checks, you indorsed them at times, did you not?—A. There is no use in going into any explanation about that, because I do not remember. My remembrance was, first, that the most of that was in money.

Q. Do you remember counting off the checks here the other day and owning up to indorsing twenty-odd checks?—A. Yes, sir; and from that fact it shows how slight the impression was on my mind, for I had forgotten all about it.

Q. That very strange circumstance you had forgotten all about until you saw those checks?—A. I think a business man had a right to put what money he had in a firm. I kept memorandum-accounts in the drawer of what money he passed in to me.

Q. That was his private account, was it not?—A. It was funds that he passed in to me to be credited to his account.

Q. That was his private account on memorandum?—A. Yes, sir; I kept the memorandum of the sums he handed me.

Q. Did you or not open account No. 2 by order of E. G. Cattell?—A. I cannot remember, but I do not think I would open an account like that without orders. I think it was by his orders that that account was kept separate.

Q. Can you not remember the object of opening that account?—A. It was never stated to me.

Q. Can you not remember the object?—A. I never knew the object. I am only telling you my impression as book-keeper.

Q. Under whose directions did you stop entering the items in account No. 2, as received?—A. I never had an itemized account of E. G. Cattell.

Q. The books show that you have?—A. The books show merely that that was a due-bill due E. G. Cattell.

Q. That is not what I am asking you; I asked you under whose direction you stopped entering the items as received on E. G. Cattell's account No. 2?—A. I do not understand your question.

Q. Turn to E. G. Cattell's account No. 2; do you not find on that account when it was first opened that it was entered in items?—A. Yes, sir.

Q. Under whose directions did you stop entering the items on that account as they were

received?—A. The money was paid and the account was closed by his direction. The account was paid him and closed.

Q. Is there not on that same account the aggregate of these same items entered in a lump sum?—A. It is \$7,373.25.

Q. Is there not entered on this same account the amount received on the memorandum amounting to \$180,000?—A. Yes, sir.

Q. And is not the further sum of \$25,000 in a lump sum entered to the credit of that same account?—A. Yes, sir.

Q. And a further sum of \$18,000 entered to the credit of that same account in a lump sum?—A. Yes, sir.

Q. Can you explain why that was done; that is, why you discontinued entering those sums in items on that account of Cattell No. 2, and kept the memorandum for two or three years and then entered it in a lump sum?—A. I do not remember, but I presume it was by his directions.

By Mr. HARRIS:

Q. There appear to be two accounts upon that page under the head of E. G. Cattell No. 2, one amounting to \$7,300 which is balanced and closed?—A. Yes, sir.

Q. There is a line drawn under it?—A. Yes, sir.

Q. Then you open again an account in which the \$180,000 is credited under the same heading, but not including the previous debits and credits of the first account?—A. That is true. The other account was closed.

Q. How many years elapsed between the closing of one account and the opening of the other?—A. Two years and three months.

Q. You can give no reason why you could not have just as well entered on your cash-book those items as they were paid in, as to enter them upon that memorandum?—A. I cannot see any reason at all, except that he wanted to keep that account out of his general account.

Q. State whether or not, to you, looking at it now, that does not disclose the fact that he kept one as a partner and the other account as the creditor of the firm, to be drawn out at pleasure?—A. Yes, sir; it looks that way to me.

Q. Was there any such statement made to you at the time?—A. No, sir.

By the CHAIRMAN:

Q. Turn to the account and see if in the account of E. G. Cattell No. 1, all of his private and personal matters, even to payment of wages to his servants, does not enter?—A. Yes, sir; that is his general account. It is the general expense account—every dollar that he drew out of the concern was charged in his general account.

Q. Charged for his personal expenses, and for his family expenses?—A. I do not know what he drew it out for; whatever he drew out was charged in his general account.

By Mr. HARRIS:

Q. If he drew a check payable to his servant girl would that come in there?—A. Yes, sir; and if he wanted \$100 for his own expenses it would go there. If he was short of money it would be done in that way. Whatever bills I paid are charged to his general account.

By the CHAIRMAN:

Q. That is on what I call account No. 1?—A. Yes, sir; and what I call general account. Whatever bills I paid for E. G. Cattell were charged in his general account, which the books will show.

Q. Are you not satisfied from inspecting the two accounts of E. G. Cattell and E. G. Cattell No. 2, that his personal or individual account is included in the account of E. G. Cattell simply, running through a period of time covered by the ledger?—A. I cannot understand your question at all.

Q. Turn to the account of E. G. Cattell No. 2, from June 21, 1871, to the present time, and state whether there is a single item of charge entered against E. G. Cattell No. 2?—A. No, sir.

Q. Then his personal and individual account must have been included, at least since that period of time, in the account opened under the name of E. G. Cattell?—A. Yes, sir.

Q. Do you mean to say that the various claims which you have mentioned as among the assets of the firm of A. G. Cattell & Co., to wit, due-bills and real estate, and stock in companies, have been purchased since the first of April, 1869?—A. No, sir; I did not say that.

Q. Nor do you mean to be so understood?—A. No, sir; the books show that they have not been.

Q. Turn to your cash-account and state whether according to your cash-book that account is overdrawn?—A. Yes, sir, certainly, it is overdrawn over \$30,000, but that is corrected by a memorandum of money received from E. G. Cattell.

Q. You have already entered, have you not, upon your books, the amount of money received from E. G. Cattell?—A. Up to this date. There is another memorandum in the

drawer. The cash-book itself shows it. It is utterly impossible for a concern to pay out \$80,000 more than it receives. As these payments are made they are charged.

Q. Then, as I understand you, you have now on hand in your drawer memorandums of amounts due to E. G. Cattell?—A. Yes, sir; I can give you the exact figures.

Q. I will ask you to produce the memorandum so that we can see how you kept it?—A. It is a simple memorandum. This account in the first of the year when it was straightened out, the simple memorandum was destroyed and the other memorandum put on these papers. I do not know whether there are items on there or not, that is, whether it is itemized from the 1st of January, 1876, but if it is, I will send it to you. That money which was handed in to me was handed in by E. G. Cattell.

Q. Then this system of keeping two accounts in the name of E. G. Cattell is kept up to this date?—A. Yes, sir.

Q. Notwithstanding you find it cumbersome and annoying?—A. It does not bother me; he can do as he pleases.

PHILADELPHIA, April 21, 1876.

J. P. WARR recalled and examined.

By the CHAIRMAN:

Question. Have you brought with you to the committee the transcripts of the accounts requested at your last examination?—Answer. I have. The first is a transcript of the account of George M. Robeson, as it appears on the books of H. G. Cattell & Co. It is as follows.

George M. Robeson.

Dr.

1869.			
July	7	To our note dated July 1, at 90 days, his order	10,000 00
		The discount \$178.88 will be found paid and charged, cash-book P, folio 75.	10,000 00
Sept.	22	To our note dated September 18, at 4 months, his order	10,000 00
Oct.	18	To cash sent you, check	300 00
		To cash deposited in State bank	552 50
	23	To cash paid A. G. Cattell	1,500 00
Nov.	17	To cash deposited in State Bank { \$2,000 5-20, 113, 2,260 }	2,300 00
	20	To cash deposited in State Bank { \$60 interest, 127, 76.20 }	36 20
	26	To difference in 5-20s	16 30
Dec.	13	To cash deposited in State Bank { \$1,000 5-20, 113, 1,130.00 }	1,166 90
	31	To difference in 5 20s	9 35
			15,881 25
1870.			
March	12	To cash paid Dan'l Bodine	500 00
	14	To cash paid Nohlit, Brown & Noblit's bill	601 34
	23	To cash paid Warrington, Bennett & Co. for two barrels apples	11 00
April	4	To cash paid S. Caffrey for no-top phaeton	450 00
	6	To cash deposited in State Bank	1,000 00
	30	To 221 $\frac{3}{4}$ bushels oats, at 70	154 81
May	2	To cash deposited in State Bank	1,000 00
	10	To cash deposited in State Bank	225 66
June	1	To cash deposited in State Bank	275 00
Sept.	2	To 207 $\frac{1}{2}$ bushels oats, at 65	134 57
	24	To cash	1,000 00
1871.			
Dec.	22	To cash deposited in State Bank	1,000 00
Jan'y	24	To cash deposited in State Bank	500 00
	25	To cash deposited in State Bank 9th January	500 00
March	27	To cash deposited in State Bank	500 00
Apl.	10	To cash deposited in State Bank	500 00
July	10	To cash deposited in State Bank	1,000 00
			9,352 38

CR.

1860.			
July	6	By cash	10,000 00
			10,000 00
Oct.	4	By our note dated September 18, at 4 months returned	10,000 00
	15	By cash for \$5,000 bonds 1.17½	5,881 25
			15,881 25
1870.			
Mch.	14	By cash \$1,000 bond, at 109½	1,091 25
1871.			
Feb'y	27	By March 14, 1870, \$1,500	1,636 87
June	21	By cash	1,851 72
Oct.	13	By cash	4,772 54
			9,352 38

Q. Is that all the account that appears on the books in his name?—A. Yes, sir; I also produce record of “Long Branch Cottage, No. 1, G. M. R.” It is as follows:

DR. Long Branch Cottage, No. 1.—G. M. R.

1873.			
April	14	To paid E. J. Pitcher	\$600 00
	19	To paid Briggs & Coiman	175 00
	23	To paid Smith & Co., carpenters	1,000 00
May	26	To our note to W. H. & E. W. McClare, dated May 15, at 4 months, account lumber	1,000 00
June	2	To paid Smith & Co., carpenters, \$800 and \$500	1,300 00
	11	To our note to W. H. & E. W. McClare, June 6, 4 months	1,000 00
	25	To sent check to E. J. Pitcher	550 00
July	3	To paid Smith & Co.	500 00
	9	To sent W. H. & E. W. McClare, account Smith	500 00
	12	To paid Allen for furniture	96 69
	15	To paid J. I. Briggs, commission	175 00
		To paid S. Kirby, grading	300 00
	18	To paid taxes for 1872	8 43
	24	To paid Rodding, cottage	85 00
	29	To paid J. H. G. Hawes, plumbing	67 99
		To paid J. H. Peters & Co., interest	25 56
	31	To paid J. C. Clark, July 3, cartage and freight on furniture	42 00
		To our note dated July 17, at 4 months, J. H. Peters & Co.	1,095 34
August	8	To paid insurance Millville Insurance Company, \$5,000	175 00
		To paid insurance Trade Insurance Company, \$2,000	105 00
	25	To paid P. M. Smith	500 00
	26	To paid W. H. Westcott	86 70
		To paid E. J. Pitcher	81 68
Sept.	2	To paid Joathan Cook, July 18	86 62
		To paid P. M. Smith, July 31	426 37
		To paid G. W. Keen, August 15	40 00
	6	To paid P. M. Smith, 15 July	500 00
	17	To paid P. M. Smith, account stable	500 00
October	4	To sent P. M. Smith, check, account barn	100 00
	8	To paid Walton Bros. for lamps	17 30
		To paid W. A. Westcott	1 60
	11	To checks to S. S. Kirby, September 3	100 00
		To checks to E. J. Pitcher, September 3	44 31
		To paid W. H. Townsend	56 50
	15	To paid Dennis's bill	5 89
		To paid C. H. Valentine's bill	234 62
		To paid M. Horner's bill	6 56
	17	To paid A. Hance & Son	75 00
	23	To paid C. B. Cole & Co.'s bill	73 20

DR. *Long Branch Cottage, No 1.—G. M. R.—Continued.*

1873.			
Nov.	22	To paid G. N. Torrence, pillows, bolsters, &c	\$176 30
	24	To sent P. M. Smith, for extra work	82 65
	28	To paid R. J. Mowbray, wood-stove, &c	11 40
Dec.	3	To sent P. M. Smith, error in account	10 00
	16	To paid C. H. Valentine account ice-house	127 13
	17	To paid J. H. Peters & Co.	39 75
	19	To paid Jonathan Cook, carriage hire.	6 00
Jan.	26	To paid taxes for 1873.	53 30
		To paid E. J. Pitcher, bill freight	6 70
	28	To sent C. H. Valentine for ice-house, &c	255 90
April	29	To paid A. J. Dennis's bill, April 6	5 50
May	13	To paid J. Barham & Co.'s bill	19 36
		To sent J. Cook, hauling marl, painting, &c	46 30
	24	To A. J. Dennis, on account shingling	40 00
		To George W. Keen, extra painting	22 00
June	2	To check to A. J. Dennis	65 20
	25	To paid A. J. Dennis	33 69
July	13	To paid Graham, Emlin & Passmore, one-half garden-roller	11 00
	14	To paid Felton, Ran & Libby bill, paint and oil	90 02
	27	To paid Maps & Slocum's lumber, July 4	286 90
Sept.	16	To paid, July, 21, G. W. Keen, painting	50 00
		To paid, July, 29, C. E. Patterson, Kirby claim	168 50
	23	To paid Felton, Ran & Libby bill, linseed oil	33 00
	29	To paid J. M. Vance & Co., for refrigerator	30 00
Oct.	19	To paid F. F. Coleman, rent of piano	13 34
	23	To paid J. H. Peters & Co.'s bill	32 74
	29	To paid W. W. Wygandt, October 12	9 25
	31	To paid C. H. Valentine	54 00
Nov.	23	To paid A. Hance & Son	65 00
			13,582 29

CR.

1873.			
August	5	By received J. H. Peters & Co, error in bill	60 00
Dec.	23	By received D. C. Dodd, jr., for rent	450 00
			510 00

The WITNESS. Also transcript from books of "Long Branch property." It is as follows :

Long Branch property.

DR.

1872.			
April	6	To paid our note dated December 4, at four mos., for A. Q. Keasbey ..	\$3,150 00
	17	To our note, dated April 1, at four months, for A. Q. Keasbey	2,050 25
		To note dated April 4, at four months, for A. Q. Keasbey	3,227 85
August	13	To note dated July 31, at four months, for A. Q. Keasbey	2,100 50
		To note dated August 3, at four months, for A. Q. Keasbey	3,306 28
Sept.	11	To paid note dated May 8, at four months, for A. Q. Keasbey	2,050 00
	23	To our note dated September 7, at four months, for A. Q. Keasbey ..	2,100 00
Nov.	5	To note dated November 5, at four months, for A. Q. Keasbey	2,100 00
Dec.	5	To note dated November 23, at four months, for A. Q. Keasbey	2,128 16
1873.			
		To note dated November 26, at four months, for A. Q. Keasbey	3,351 84
Feb'y	11	To note dated January 27, at four months, for A. Q. Keasbey	2,161 00
May	20	To paid Jonathan Cook for grading	187 44
	21	To our note dated May 10, at four months, for A. Q. Keasbey	2,053 12
		To note dated May 19, at four months, for A. Q. Keasbey	2,046 88
July	10	To note dated July 5, at four months, for A. Q. Keasbey	2,053 12
	18	To paid taxes for 1872	11 76
August	30	To paid Westcott, grading	150 00
Sept.	29	To our note dated September 13, at four months, for A. Q. Keasbey ..	2,052 60
October	8	To paid W. A. Westcott	72 40
	23	To paid C. B. Cowles & Co., bill	73 20
Nov.	10	To our note dated November 1, at four months, for A. Q. Keasbey ..	2,000 00
	12	To paid R. V. Bruce's bill	139 00
	19	To returned A. Q. Keasbey	2,000 00
Sept.	12	To paid Monmouth Beach Association	2,000 00
	14	To paid installment	1,000 00

CR.

1872.			
April	12	By cash from A. Q. Keasbey	\$3,150 00
August	14	By cash from A. Q. Keasbey	3,232 74
Sept.	12	By cash from A. Q. Keasbey	2,067 07
Oct.	31	By our note dated September 7, at four months, for A. Q. Keasbey, returned.	2,100 00
Nov.	14	By cash from A. Q. Keasbey	2,053 68
Dec.	5	By cash from A. Q. Keasbey	2,082 00
	7	By cash from A. Q. Keasbey	3,277 84
1873.			
Jan'y	28	By our note dated November 23, at four months, for A. Q. Keasbey, returned.	2,128 16
May	29	By cash from A. Q. Keasbey	2,000 00
July	5	By our note dated May 10, at four months, for A. Q. Keasbey, returned.	2,053 12
Sept.	20	By cash for A. Q. Keasbey	2,000 00
Nov.	22	By our note dated September 13, at four months, for A. Q. Keasbey, returned.	2,052 60
		By our note dated November 1, at four months, for A. Q. Keasbey, returned.	2,000 00

Q. Referring to your cash-book, the following item appears : "Paid A. G. Cattell, deposited in State Bank at Camden, to credit of G. M. Robeson, for pair horses, \$350.—A That is correct, sir. That is simply a charge to A. G. Cattell for a payment to Geo. M. Robeson, for a pair of horses for A. G. Cattell, and has nothing to do with his account.

Q. Do you mean that the horses are for Cattell?—A. Yes, sir; that is a charge to A. G. Cattell, deposited in State Bank at Camden, for credit of George M. Robeson, for pair of horses—that is a pair of horses bought from Mr. Robeson by A. G. Cattell, and the money deposited in the State Bank of Camden.

Q. I find, under date of October 5, 1872, in your cash-book, the following entry : "A. G. Cattell, received for your draft on J. L. Delano, Washington, \$5,000." Who is that J. L.

Delano at Washington?—A. That I do not know. That is some prior political matter, I should judge, of which he would have to give you an explanation.

Q. Do you know who are the stockholders in the Keystone Lumber and Salt Manufacturing Company?—A. I could name some of them.

Q. Are the Messrs. A. G. Cattell & Co. stockholders?—A. Yes, sir.

Q. Do you know of anybody connected with the naval service who is a stockholder?—A. No, sir.

By Mr. HARRIS :

Q. Where is their business carried on?—A. In Michigan.

By the CHAIRMAN :

Q. Do you know whether A. G. Cattell & Co., or either one of them, hold any stock in said company in trust for any one?—A. None that I know of.

Q. What is the name of the quarry company in which they are stockholders?—A. Conshohocken.

Q. Is any one connected with the naval service a stockholder in that quarry company?—A. Not that I know of. I do not know the stockholders of that company, except that we hold stock in it.

Q. Does A. G. Cattell & Co., or either one of them, hold any stock in that company, in trust for any one?—A. None that I know of.

Q. Do not your books show since they were opened in April, 1869, that you have paid A. G. Cattell large amounts of money due him on due-bills and memoranda, some of which were dated as far back as 1864; and, if so, how much?—A. Yes, sir; there is a charge June 19, 1869, to A. G. Cattell sundry payments since April, 1864, as per due-bill, \$38,039.68. The explanation of that is that those were payments made on account of A. G. Cattell, and instead of each item being charged up against him it was kept on a memorandum in the drawer.

Q. Do not the books show about the same time that a debt to you of \$3,800, as clerk of the concern, was paid?—A. No, sir; it was \$2,589.

Q. At the time these books were opened how much did E. G. Cattell owe?—A. \$7,223.93.

Q. At the closing of those books how much was entered to his credit, and how much was drawn out by him?—A. The total amount charged to him from April 1, 1869, to April 1, 1876, is \$135,182.24. He was credited from April 1, 1869, to December 16, 1875, which is the last credit, with \$182,594.81.

Q. Was the principal part of that money drawn out in small sums?—A. Yes, sir; excepting the \$10,000 which went into the new concern, it was all drawn out in small sums.

Q. That \$10,000 was invested in the capital of the new concern?—A. Yes, sir.

Q. What amount was placed to the credit of E. G. Cattell No. 2, for the same period of time?—A. \$224,121.28.

Q. When has there been any money drawn against that account?—A. There has been nothing drawn against it since it opened.

Q. How many thousand dollars are there in the memorandum to go to the credit of E. G. Cattell?—A. \$85,000.

Q. That should be credited, if it was on the books, to E. G. Cattell No. 2?—A. It should be credited wherever he said.

Q. You have usually taken it from the memoranda in that way, have you not?—A. Yes, sir. If he orders it on account No. 2, I will place it there. Heretofore such sums have been passed to his credit on account No. 2.

Q. What would be the amount of the whole credit, adding that \$35,000?—A. \$309,921.28.

By Mr. HARRIS :

Q. State whether or not there are charges appropriate to that account of E. G. Cattell No. 2?—A. Certainly; that has all been expended in the business, as the cash-book shows. The charges are all there.

By Mr. BURLEIGH :

Q. Are those charges entered on the books?—A. Yes, sir; but the credit had not been given.

Q. Now take A. G. Cattell's account and state how it stood when you opened the books, and how it stands to-day.—A. On the 1st April, 1869, there is a credit to him of \$105,539.42; he has handed in since that time \$79,658.93, making a total of \$185,298.40. During the same time he has drawn out \$176,763.60, leaving a balance to his credit of \$8,529.80.

Q. Are not the amounts that he has drawn from the firm, with the exception of \$10,000 that he put in the new concern, generally in small amounts?—A. Yes, sir.

Q. Do not the credits in both accounts consist of sums of much larger amount than the sums drawn out as a rule?—A. Yes, sir; as a general thing they do.

Q. Do you know who besides E. G. Cattell has an interest in the account of E. G. Cattell No. 2?—A. I know of no one having an interest in it except E. G. Cattell himself.

Q. I notice here a memorandum, which seems to be clean and new, purporting to be a memorandum from which account No. 2 is made up. On that memorandum there is an

item of \$85,800.—A. The account No. 2 is not made up of this distinctive due-bill. This runs from the 1st January, 1876.

Q. What is the interest on the 1st January, 1876?—A. There is no entry at all.

Q. What is the amount then?—A. \$81,800.

Q. Where did that \$81,800 come from?—A. From E. G. Cattell.

Q. At that time?—A. No; as it says here, "from you at various times." The old due-bill was shown to him on the 1st January, 1876, when we fixed up our papers. It was satisfactory, and that destroyed and this started new.

Q. Did you take account of stock on the 1st of January, 1876?—A. Yes, sir.

Q. And by that paper in the drawer there was shown to be due him that amount of money?—A. No, sir; this \$85,800 is the amount of money that he gave me. Up to the 1st of January, it was \$81,800.

Q. Did he give you that money all at one time?—A. No, sir; he gave it to me in different sums at various times.

Q. And you kept those sums on a memorandum?—A. Precisely the same as that.

Q. Did you subtract any money from that memorandum?—A. No, sir.

Q. On that memorandum, up to the 1st day of January, 1876, did it not show from whom the various sums were received?—A. No, sir; except "received from E. G. Cattell."

Q. What means has E. G. Cattell, in keeping his sums on a memorandum in that manner, of knowing who pays him that money?—A. That is something I do not know.

Q. You merely put down the sums?—A. Yes, sir; exactly as he hands them to me.

Q. For how long have you kept that memorandum at any one time without entering the sums on your books?—A. The longest time was two years and five months.

Q. You say that memorandum was similar to the one you have lately presented to the committee, not having the name of the person from whom the amount was received?—A. Yes, sir.

Q. How large was the amount of that memorandum, which was, as you say, two years and five months old?—A. \$180,017.73.

Q. Did he allow a memorandum to run on two years and five months, aggregating \$181,000, without knowing or keeping a record as to from what parties it was received?—A. I do not know whether he had any record at all. I do not know his business.

Q. As far as you know, he does not know from whom he receives these sums of money?—A. I do not know anything at all about his account.

Q. Are you not his confidential clerk?—A. No, sir; I am the book-keeper of A. G. Cattell & Co.

Q. Does he not own the books and the firm, or did he not at this time?—A. Yes, sir; these represent his business.

Q. And you keep his books?—A. I keep the books of A. G. Cattell & Co.

Q. Do you understand that the actual owner of A. G. Cattell & Co. is E. G. Cattell himself?—A. Yes, sir; but you do not make the distinction which I desire you to: these sums which he paid over to me were simply distinct from our grain business. That business he managed himself entirely and alone.

Q. You do not know where he got that money from?—A. I do not know anything at all about it. He kept it from us.

Q. Did the Matthews checks go on the memoranda?—A. Those checks which you showed me must have gone on the memoranda.

Q. Has not Mr. Cattell any means of knowing how much money he has received from Matthews?—A. I do not know, indeed. I do not keep his account at all.

Q. He says that you keep his account, that you are the book-keeper, and that you can explain these things.—A. I know this much, that that money was handed to me by him, and is credited on the books. That is the extent of my knowledge of his account.

Q. Do you swear that you have never known him at any time to have made any entries on a book by which he could learn from whom this money came?—A. No, sir; I never saw him have any books nor any papers showing from whom he received that money. Whatever he has had he has kept private.

By the CHAIRMAN:

Q. Who is the confidential clerk of Mr. E. G. Cattell?—A. He has none that I know of. I know nothing myself of his private affairs whatever.

Q. With the exception of the amounts entered on the memorandum belonging to E. G. Cattell, No. 2, every item itemized has been put on the books, has it not?—A. Yes, sir.

Q. And the books have been correctly kept?—A. Yes, sir.

PHILADELPHIA, April 18, 1876.

IRVIN E. MAGUIRE sworn and examined.

By the CHAIRMAN:

Question. Are you now or have you recently been in the employ of either Mr. A. G. Cattell or E. G. Cattell, or A. G. Cattell & Co.?—Answer. I am in the employ of A. G. Cattell & Co.

- Q. In what position?—A. As general clerk.
- Q. Have you recently done any hook-keeping for Mr. A. G. Cattell, sr.?—A. No, sir.
- Q. Have you seen any of his hooks lately?—A. No, sir; he has none to my knowledge.
- Q. Have you recently posted or journalized or had anything to do with the books of A. G. Cattell & Co.?—A. Yes, sir.
- Q. What has that been?—A. I made out hills and account of sales, and also journalized.
- Q. Up to what date?—A. I did it yesterday. There are two sets of our books. I keep the new set which you had here and returned.
- Q. Those are the books of the new firm?—A. Yes, sir.
- Q. You have had nothing to do with the hooks of the old firm?—A. I did journalize in them also and posted them.
- Q. Have all the hooks of the firm from the year 1871 been brought before this committee?—A. So far as I know they have.
- Q. Are there no other hooks in the possession of the firm which would give to this committee any additional information?—A. Not that I am aware of.
- Q. Do the firm preserve their stub-check books?—A. Not as a general thing.
- Q. Do you know whether they have preserved any of them?—A. No, I do not know that they have. Since I have had anything to do with the hooks, they have been thrown carelessly to one side and never any particular care taken of them.
- Q. Have you seen any of them lately?—A. No, sir.
- Q. Has any search been made for them?—A. I have not made any search myself. I do not know whether there has been or not.
- Q. Do you know anything about the relations existing between Mr. A. G. Cattell or E. G. Cattell and the Secretary of the Navy?—A. No, sir; I know of no connection between them.
- Q. Did you ever make any checks out in favor of the Secretary of the Navy, Mr. Rohe-son?—A. No, sir; never.
- Q. Do you know whether any checks ever passed from the firm or any member of it to him?—A. No, sir.
- Q. Do you know whether any notes ever passed from the firm to him?—A. No, sir.
- Q. Do you remember a transaction which is referred to in a telegram dated October 4, 1873, directed to—

“PERCY WARR,

“Care of E. G. Cattell, & Co.,

“North Delaware Avenue, Philadelphia :

“Have Irvin Maguire write E. L. Stanton, receiver First National Bank, he waives protest on the two notes due 6th and 9th; all right.

“E. G. CATTELL.”

A. I remember the notes. I do not remember the telegram or whether or not I wrote to Mr. Stanton. If I did write, I do not recollect what I wrote.

Q. Were you an indorser upon those notes?—A. Yes, sir.

Q. The object of that telegram was to induce you to waive protest?—A. I do not remember what the object was, or whether or not I wrote to Mr. Stanton. The whole thing had passed out of my mind. I saw that telegram in the papers, and if it had not been for the fact that I knew I had indorsed the notes I would have known nothing whatever of the telegram. In fact, I do not know whether I saw the telegram or not.

Q. If you wrote any letter was there any record of it kept; and, if so, where?—A. No, sir. If I wrote a letter it was signed by my own name, personally, and no copy or record of it kept.

Q. Whose notes were they?—A. They were notes drawn to the order of Irvin E. Maguire. I forget the amounts, but the total was \$5,000. They were signed by A. G. Cattell & Co. and indorsed by me.

Q. Were they indorsed by anybody else?—A. Not that I know of. After I indorsed them I did not see them again.

Q. For what purpose did you indorse them?—A. I was told that they were accommodation-notes to raise money on by the firm; notes to be discounted; what are known as accommodation-notes.

Q. Do you know what became of the proceeds of those notes or how they were used?—A. No, sir; not any more than I was told that the entries were on our hooks.

Q. Can you turn to the hooks and trace and identify the notes?—A. I identify them on the hooks and find they were discounted in Washington under date of June 17, 1873, and paid, the first one October 6, 1873, and the last October 9, 1873.

Q. If paid on the day they fell due, do your hooks show what was the necessity of waiving protest?—A. That I do not know.

Q. Were they in fact paid then?—A. That I cannot say, positively.

Q. But your books, accepting your recitals of them as true, could show that they were paid?—A. They would show that they were paid on that day.

Q. Would your bill-books show whether they were taken up by renewal notes?—A. It

would show in this way: It would show our notes returned, in the first place, to cancel the old notes if they were renewed. Then the entries would go through the books as new notes altogether.

Q. Do you know whether those notes had any other indorsement upon them except your own?—A. I do not know that.

Q. Please examine your books and see whether those notes were taken up by other notes of the firm.—A. That I am hardly prepared to do. I do not know, really, how to go about it. I indorsed no other notes. Those are the only two notes that I ever remember to have indorsed.

Q. Do you know what became of these notes when taken up?—A. No, sir.

Q. Have you ever seen them since?—A. No, sir; and I know nothing of them since.

Q. Do you know the fact that either one of the senior partners of the firm kept any private books or memoranda?—A. I do not know of their keeping any at all.

Q. Do they keep any books referring to their real-estate transactions or stock operations?—A. No, sir, except as you observe the stock operations in this ledger, "gold and mining stock."

Q. Who is E. B. Purcell?—A. He is a man doing business in Manhattan, Kans. He was a friend of the Cattells years ago, and then resided at a place called Newton Hamilton, Pa. He moved from there to Kansas and conducts a general business, dealing in everything. He uses us as his bankers, depositing money with us, and draws drafts on us to pay his purchases here East. You may have observed that there are five or six different accounts under different names in that book there: Purcell & Son; Purcell No. 1, No. 2, No. 3, and Purcell, banker. They are all closed into one account. He would mark on the drafts which account he desired those drafts to be credited to.

Q. Did your firm ever make any remittances to him?—A. No, sir; there was always a credit to his favor in our books; that is, the sum-total of the account. Some of the accounts, when they were all running, would show a debit and others a credit, but the sum-total was always to his credit.

Q. Turn to an account on your ledger, "U. S. bonds," and trace it along and see from whom they were purchased and to whom they were sold.—A. I do not know anything about that.

Q. Cannot you state from whom they were purchased?—A. No, sir; it does not state on the books. I do not know anything more about that than you do, although I entered it.

Q. Can you tell, upon reference to it, to whom they were sold?—A. No, sir.

By Mr. HARRIS:

Q. Your books show "U. S. bonds" debited and John Purcell & Sons credited with a sale of \$3,000 sixes of '81, at \$1.14½, \$3,435; of \$2,000 in ten-forties, at \$1.14½, \$2,225; coupons \$180 and \$50, equaling \$230, at \$1.11½, being a total of \$256.16; making the whole, \$5,916.16. Now, does that indicate a sale from Purcell to your firm or a sale from your firm in the market for Purcell's account?—A. If you want a positive answer, I do not know which it indicates.

Q. I find right under that entry, "U. S. bonds" debit and G. M. Robeson credit, \$1,550, in five-twenties, at 1.09½, \$1,636.87. Does that indicate whether it was a purchase from Robeson or a sale for Robeson's account?—A. That I do not know.

Q. I find under date of February 27, 1871, on your cash-book, that Cash is charged with U. S. coupons \$180, sixes, sold for \$110½; \$50, ten-forties, at the same rate; and \$90, at the same rate. Under the same date I find, "Ree'd for U. S. bonds \$2,000, 10-40s, 111½; \$1,500, 5-20 bonds, 110½; and 3,000 sixes of '81, at \$114½." Would not that cash account indicate that the bonds belonged to A. G. Cattell & Co. when the sale was made?—A. It looks like it.

Q. If they were not the bonds of A. G. Cattell & Co. would not the differences in price have been charged or credited to make the account right?—A. I should suppose so.

Q. Now, finding that neither Purcell nor Robeson are charged or credited with the difference between your journal or your cash-book entries, would it not indicate to you that A. G. Cattell & Co. became the owners of the bonds and entitled to the profits of the transaction, or liable for the loss, if any?—A. It looks like it.

By the CHAIRMAN:

Q. Turning to your journal, in which the bonds are mentioned as belonging to Purcell & Son and to George M. Robeson, I observe in the case of Purcell & Son it bears date, or a memorandum of date, February 25, and in the case of Mr. Robeson, March 14, 1870, both entered in your journal under the date of February 27, 1871. Do these respective dates represent the day of sale of the bonds or of their receipt, or what does it indicate?—A. You will have to ask Mr. Warr that. I really cannot tell you. He makes the original entries and I take them from that.

By Mr. BURLEIGH:

Q. Do you know that you bought or sold for Mr. Robeson any more bonds than the one there?—A. No, sir; I did not even know of the existence of that before. I find in cash-book under date of October 13, 1871, the following entry, "G. M. Robeson received from you \$4,772.54."

Q. For what?—A. I do not know. I have also an entry in the cash-book, under date of October 15, 1869, "Geo. M. Robeson received for \$5,000 bonds, at 117 $\frac{3}{4}$, \$5,881.25."

Q. Does it say United States bonds?—A. No; it simply says bonds.

By the CHAIRMAN:

Q. Mr. Robeson is credited with that?—A. Yes, sir. I have the following entry from cash-book, under date of March 14, 1870, "G. M. Robeson, received for \$1,000 bonds, at 109 $\frac{1}{2}$, \$1,091.25."

Q. That is also to the credit of Mr. Robeson, on his account?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Now look at the first item on Mr. Robeson's account on the ledger.—A. It is dated July 6, 1869. I find the entry in the cash-book July 3, 1869, "Geo. M. Robeson received from you \$10,000." On the journal, under date of July 7, he is charged with our note for \$10,000, dated July 1, at ninety days.

Q. Was there any interest charged?—A. It does not say; I find none charged. I find a credit of the \$10,000 in cash and a charge of a note of the same amount, and that balances the account.

Q. There is no interest charged and the account is balanced, is it not?—A. The account is balanced there. If there was any interest it was entered direct in our interest-account without going into it.

Q. Look in your interest-account and see if you find any?—A. I find no interest charged.

Q. There is none charged during that time?—A. I will not say that there is nothing charged; I cannot find it.

Q. Now look in your ledger at G. M. Robeson's account; do you not find that the charge of a \$10,000 note to Mr. Robeson was originally dated the 7th, and it has been obliterated so as to appear as if the note had been given to him the 1st day of July?—A. No, sir; I do not so understand it; that is nothing but a blur made by the finger.

Q. It stands there the 1st, does it not?—A. No, sir; it stands there the 7th. That is a plain 7 to me; I made it myself.

Q. Does it not have the appearance of having been scratched?—A. No, sir; it is nothing but dirt from a thumb, I presume, in turning over the pages. It was made for a 7. I have posted it as a 7, [examining at light,] but I do recognize the fact that it appears to have been scratched.

By the CHAIRMAN:

Q. Do you know anything about the purchase of a piece of land near League Island by the Messrs. Cattell or the Government?—A. No, sir.

Q. Did you never hear of any small transaction?—A. No, sir.

Q. I refer to a tract of land purchased in the State of New Jersey, near League Island?—A. No, sir.

By Mr. HARRIS:

Q. State whether you were able personally to respond to that indorsement of \$5,000 if you had been called upon?—A. No, sir.

Q. Did you ever know that your note went to protest?—A. No, sir.

Q. You have stated that you did not know anything about the notes given to Mr. Robeson?—A. No, sir; that was out of my department altogether.

Q. Do you keep the bill-book of notes—the note-book?—A. No, sir.

Q. Look in that note-book and see if you find any transactions with Mr. Robeson of a recent date?—A. Yes, sir; I find two notes entered here under date, "Received March 7, 1876."

Q. Describe the notes.—A. It says here, "Received March 7, of G. M. Robeson his note dated March 2, at four months, to our order, for \$5,120. Note dated March 4; four months; our order, \$4,080."

Q. Can you state what those notes were given for?—A. I cannot give you a positive answer.

Q. Do the books show?—A. They would show in due course of time. I do not know whether there are any entries in the books or not. I have nothing to do either with the bills payable or receivable.

Q. Are those accommodation-notes?—A. It does not say there, but I presume they are, from the amount. I find on the journal that these notes are entered as we very frequently enter accommodation-notes; that is, from bills receivable to bills payable. They are charged to bills receivable and credited to bills payable. When we discount them we credit bills receivable and when we pay them we charge bills payable.

Q. That shows they are notes which you have got to take up?—A. Yes, sir.

Q. Do you propose to pay those notes?—A. Yes, sir; so I understand.

By Mr. HARRIS :

Q. There is no evidence that they have been discounted ?—A. That I do not know. Bills receivable do not show that they have been discounted.

By Mr. BURLEIGH :

Q. But the account shows that the firm, when those notes become due, will pay them ?—
A. Yes, sir.

PHILADELPHIA, *April 10, 1876.*

A. G. CATTELL, Jr., sworn and examined.

By the CHAIRMAN :

Question. Are you a member of the firm of A. G. Cattell & Co. ?—Answer, I am.

Q. Is that the name by which the firm is known to the public ?—A. Yes. A. G. Cattell & Co. is our usual signature.

Q. Is there a firm known by the name and style of E. G. Cattell & Co., or Elijah Cattell & Co. ?—A. No, sir.

Q. Who is the firm of A. G. Cattell & Co. composed of ?—A. Of A. G. Cattell, E. G. Cattell, J. P. Warr, and A. G. Cattell, jr.

Q. Has any other person an interest in that firm ?—A. Not of late years.

Q. What do you mean by late years ?—A. For twenty-five years.

Q. In what business is that firm engaged or has it been engaged ?—A. Grain, flour, feed, seeds, &c.

Q. Has it, at any time, had any connection with supplying the Navy Department of the United States ?—A. To some slight extent.

Q. At what time did they become naval contractors ?—A. I cannot answer that question. I have been connected with the business for seven years. I cannot answer beyond that. During the whole of that time we have done more or less.

Q. Whereabouts are the other members of the firm at the present time ?—A. I cannot answer that question positively.

Q. Are they in the city ?—A. No, sir.

Q. Mr. Warr is here, is he not ?—A. Yes, sir.

Q. At what time did Mr. E. G. Cattell leave the city ?—A. I cannot answer that question. I was away at the time myself on a pleasure-trip, and on my return I found him absent.

Q. When did you return ?—A. About a week ago. He was then absent.

Q. And you don't know where he is at the present time ?—A. No, sir.

Q. Have you the books of your firm ?—A. I received the subpoena on Saturday, and presented it to our book-keeper, and he has given me books which I have below. I can say that my father is on his way home, and we are looking for him here to-morrow.

Q. Do any of the officers of the Government own property in the town of Merchantville ?—A. No, sir.

Q. Does not Paymaster Russell own a place there ?—A. No, sir ; not to my knowledge. I suppose I ought to preface my statement with one assertion, and that is, I am connected with the grain business ; that has been my business, and is to-day.

Q. Do you mean to say that you have no knowledge connected with naval affairs ?—A. Yes, sir.

By the CHAIRMAN :

Q. Where are your naval accounts kept ?—A. There, in those books. [Produced in answer to the subpoena.]

Q. All your transactions for and on account of the Navy are kept in those books ?—A. Yes, sir.

Q. The firm of A. G. Cattell & Co. have no other books than these ?—A. Not to my knowledge.

By Mr. HARRIS :

Q. Has not there been a firm of the name of E. G. Cattell & Co. ?—A. No, sir ; not to my knowledge.

Q. Who is the book-keeper of the firm of A. G. Cattell & Co. ?—A. Mr. J. P. Warr.

Q. How long has he been such ?—A. About twenty years.

Q. I understand that you know nothing more about the business of the firm than is shown by these books, and know nothing about the manner of keeping these books ?—A. That is so exactly.

PHILADELPHIA, *Saturday, April 22, 1876.*

DELL NOBLIT, Jr., sworn and examined.

By the CHAIRMAN :

Question. Are you a member of the firm of Noblit, Brown, Noblit & Co. ?—Answer. I am.

Q. Are you a member of the firm of D. & J. Noblit ?—A. I am.

Q. Are you a member of the firm of Noblit & Co. ?—A. I am.

Q. You also conduct some business under your own name of Dell Noblit, jr., do you not ?—A. I do.

Q. In either one of those firms, or with the business conducted in your own name, is there any person interested with you, directly or indirectly, in trust or otherwise, connected with the Navy Department or the naval service ?—A. No, sir.

Q. Do you hold anything, whether in money or property, or bonds, or anything of value, in trust or for the use of any one connected with the naval service ?—A. No, sir.

Q. Are you acquainted with Mr. J. O. Bradford, paymaster in the United States Navy ?—

A. Yes, sir. I have known Mr. Bradford for some years. He used to visit my father's family when I was a child. I think my brother and he studied together for the ministry. I have known him for a period of years, although I never had much intercourse with him.

Q. Do you remember the period of time, or about the period of time, that he went into the Navy as a paymaster ?—A. I have no recollection about it. I did not know him well then.

Q. Do you know of any property or estate that he has outside of the income of his office ?—A. I do not.

Q. Do you know that he acquired any estate by inheritance ?—A. I do not know that. I do not know anything about his circumstances.

Q. One of your firms is indebted to Mr. Bradford, is it not, to a very large amount ?—A. Not that I know of.

Q. Can you approximate the amount that you have received from the Navy Department since the year 1871 through your various firms ?—A. I should judge in the combined names during that time I have received from \$500,000 to \$600,000.

Q. No larger amount than that ?—A. I think not. I am speaking now simply from memory, and from my judgment in the matter I do not believe, all told, that it would reach over \$600,000.

Q. Have you been interested, directly or indirectly, in any fees or commissions or payment for services received by your firm or yourself or any other person for services rendered to contractors or parties dealing with the Navy Department, or any of its agents ?—A. I have no recollection of ever receiving anything in the way of commissions or fees from any contractors.

Q. Or any interest with any person who has received such fees or commissions ?—A. No, sir. I have never had any one interested in any business transactions with the Government outside of my firm and myself. I have myself paid commissions for two contracts.

Q. To whom did you pay such commissions ?—A. To Elijah Cattell. I suppose I have paid him somewhere in the neighborhood of \$8,000 on orders which I felt satisfied he influenced in coming to the city of Philadelphia for provisions and clothing. I had often thought I would like to sell a great many more goods to the Department and to the bureau, and I took a great deal of interest in trying to sell to them. I thought the Government was a good party to sell to, and I took a great deal of interest in trying to get trade from it, and whenever the opportunity offered I would speak. During the excitement in Cuba I got some orders from the Bureau of Provisions and Clothing.

Q. Was it upon that specially that you paid Mr. Cattell ?—A. Yes, sir ; some orders I got from the bureaus, however, which Mr. Cattell had no interest in.

Q. Did you go to Mr. Cattell or did Mr. Cattell come to you in reference to these commissions ?—A. Mr. Cattell was in the bank. He stepped in to see me, and we talked of current matters that had taken place. He kept his account there, and was in almost every day.

Q. Did he say to you that he could get those contracts or agreements turned in your direction or did you ask him to have them turned ?—A. I solicited him to try. I said, " Why cannot Philadelphia furnish part of these things ? " I knew New York was doing a large business, or I had every reason to suppose that from what I had heard. I did not know why Philadelphia could not get part of the Navy trade. I had been trying for many years to get a portion of the trade diverted from New York to Philadelphia.

Q. What induced you to invoke the assistance of Mr. Cattell without going directly to the Department ?—A. I knew Mr. Cattell was going down to Washington very frequently, and when he went down I used to say to him, " If there is anything that you can hear of anything that is going on which is to be bid for, I would like you to look after it. Any information that you can get I should like to know, so that I can put in a proposal. "

Q. You are president of the Corn Exchange Bank, and as such you are in receipt of a salary ; your bank does a great deal of business ; you are also a member of the firm of D. & J. Noblit, Noblit & Co., and Noblit, Brown Noblit & Co., and yet, as I understand you, you solicited this assistance from Mr. Cattell ?—A. Yes, sir ; I felt as if I would like to do it. I felt as if I would like to do all the business I could. If I could get any of these

bureau orders, of course I wanted to fill them. I wrote a good many letters to the Department myself.

Q. The ostensible business of E. G. Cattell or A. G. Cattell & Co. was a grain business here, was it not?—A. They were in the grain business.

Q. Did they have any other ostensible business?—A. They had their grain business, I believe, and I do not know whether they had anything special outside of it or not.

Q. Do you know the purchasing-paymaster, Mr. Russell, at this place?—A. Yes, sir.

Q. Do you know upon whose solicitation or recommendation he was appointed paymaster here?—A. The first acquaintance I had with Mr. Russell was when he was introduced to me after he was appointed. I cannot remember the name of the party who introduced me to him.

Q. Do you know upon whose recommendation he was designated for duty here?—A. I do not.

Q. Do you know, when he was relieved as purchasing-paymaster and afterward re-instated, upon whose recommendation and solicitation that re-instatement took place?—A. No, sir; I do not. I do not know that I was ever asked that question. I do not know that I ever talked the matter over with anybody. If I ever spoke of it I might have said to parties that he was a very excellent gentleman, so far as my knowledge of him went.

Q. Have you extended any accommodation to him?—A. I have loaned Mr. Russell money occasionally when he has asked for it, and it has always been paid. Every loan that I ever made to him, to my knowledge, has been paid.

Q. I notice upon your books that in September, 1874, you loaned him the sum of \$600.—A. I did.

Q. That was paid, as purports to be shown on your books, on March 6, 1876. I notice further upon your books that in the credit entry which is made of that sum upon your ledger there is an erasure. I notice further that there is an erasure in the same book under loan-account occurring where the entry is made of the sum of \$2,000, loaned to A. G. Cattell & Co.—A. Those two erasures I made myself. When I came to look at my loan-account, the first thing that struck me there was a credit to profit and loss of \$600 to Mr. Russell. It was wrong, and I knew it because I held in my vault fifty shares of the stock of the Pennsylvania transferred with Mr. Russell's note as security for the loan, and the moment I saw it I erased it. It was a wrong entry; how it came to be made there I do not know. Who entered it to profit and loss I do not know. I however knew the fact that it was an error, and it was the same way with Mr. Cattell's account. Mr. Cattell borrowed that money from our firm just the same as I would borrow it of any other gentleman, and I charged him with it on my cash-book. It shows in both of those instances loans made to both of those gentlemen. But why they were posted into my ledger into profit and loss I do not know. I said at once "Why was this done?" and I erased it.

Q. Turning to your ledger at a date apparently contemporaneous with the loan, September 30, 1874, I find these two sums; that is to say, \$600, and \$2,000 charged to contingent account, and there an erasure occurs again. How do you explain that?—A. I think you will find that those two amounts under contingent account were taken from profit and loss account after that matter was erased. They were there in profit and loss account, and I did not know how to fix them or where they could be except to take them out from there. They were there in that account, which was a wrong account. They were taken from that account and put over in contingent account.

Q. Those erasures were made when?—A. Those erasures were made when I discovered the entry in the loan-account in that condition.

Q. When did you discover that?—A. I cannot tell you. I cannot say how long it has been, for I really do not know.

Q. Has it been within this past year?—A. It was within this past year.

Q. Has it not been within the last six or eight weeks?—A. It has been within the last six or eight weeks, but the time I cannot tell exactly. It is, say within a period of several weeks, that I discovered these errors.

Q. For what purpose did you happen to be looking at those accounts at that time?—A. I do not know exactly what led me first to look at the accounts. I was looking over my books to see how the accounts stood, and I knew there was a great deal of talk about the matter of investigating the Navy. I was only looking to see how my accounts stood. As I had done business with the Navy Department, I expected, of course, as a member of my firm and having done such business, that I would be called upon.

Q. Did you notify Mr. Russell that this matter was standing open and must be closed, or did he come to you? I refer to the loan of \$600.—A. I notified Mr. Russell that the account was standing open.

Q. I notice in your books, further, that in several instances, at least, expense-account is charged with several items delivered to Mr. Russell. Do you know what constitutes those items?—A. I do not. I do not know of any expense-account with Mr. Russell. If there is any expense-account, if it is for money, it is an error in making it expense-account instead of a loan. There has been nothing to my knowledge.

Q. Have you at no time given any commission or made any deduction on the sales you made to Mr. Russell, inuring to his benefit?—A. No, I do not know that I have ever sold

Mr. Russell a dollar's worth of merchandise, except that I might have sold it at wholesale prices or something of that kind. I might have sold to him at trade prices as I would have sold to a jobber. I do not know but what he has always paid regular wholesale prices for merchandise.

Q. Is his account for merchandise with your various firms yet settled?—A. It was not, the last time I saw it.

Q. How long has it been standing open?—A. I cannot tell you; I did not know he had any merchandise-account against the firm until recently. I supposed all the accounts had been settled. I knew that there had been money passing and money paid for bills and merchandise, and I did not know whether they were all settled or not. I had not looked at my books. I did not know how they were. I have not been paying active attention to my business, since I have been president of the bank, for the past five years.

Q. I notice further on in your books, under date January 12, 1872, the sum of \$250 to Mr. A. G. Cattell for presents. Have you any recollection of that transaction?—A. I have a recollection of this kind in reference to Mr. Cattell; that is, of agreeing to give something toward making a bridal present to Mrs. Robeson. Mr. Cattell was going to buy some present, and I contributed something for that purpose. I have no other recollection of it.

Q. I notice another charge of the sum of \$500, paid to Mr. A. G. Cattell in 1874. Has that any connection with an electioneering fund?—A. It may have been an election fund for New Jersey. It may have been for that purpose. I may have subscribed for that purpose.

Q. Did you subscribe it to him?—A. I did give him some money for election purposes.

Q. How much?—A. I think that was the sum, now you bring it to my recollection. I remember giving him the money for election purposes. He was chairman of the committee getting up funds for the campaign. If my memory serves me, it was in New Jersey. He said it was the necessary expenses of the campaign. I told him I would be willing to contribute my mite for the benefit of the election.

Q. Did you ever contribute any other sums of money to A. G. Cattell or E. G. Cattell, for election purposes, or for presents?—A. Nothing to my remembrance, excepting once a hundred dollars for election purposes. That was for an election in which Mr. Cattell said that he gave a thousand dollars, which he was going to get his friends to make up. He asked me for \$100, and I told him I would give it to him, and did so. When he told me he had paid the money, I gave him a check for it.

Q. Do you know of any remittances being made by or through the agency of yourself or your bank, by E. G. Cattell to Mr. Robeson?—A. No, sir.

Q. Do you know of any deposit or payment made by Mr. E. G. Cattell or A. G. Cattell & Co., or E. G. Cattell for the benefit of Mr. Robeson?—A. No, sir.

Q. Or for any person else?—A. No, sir; I know nothing of any transactions of Mr. Cattell with any of the Departments whatever. I never spoke of the matter to him. It never entered my mind to bring it in conversation. I never had any idea that there was anything of the kind. I have no data on that point at all.

Q. At the time you paid E. G. Cattell the sum of \$8,000, have you any knowledge or information that that sum was to be paid by him or any part thereof to any other person?—A. No, sir; it was not all paid at once. It was paid in various sums, at different times. The \$8,000 was not all given to him in any one payment.

Q. Do you know anything about the relations of E. G. Cattell or A. G. Cattell with the purchasing-paymaster at this place?—A. No, sir.

Q. Do you know anything about the relations of the company, or either member of the firm, with Mr. Bradford?—A. I know nothing whatever of that.

Q. Or with Mr. Watmough?—A. No, sir; I know nothing whatever of it.

Q. Do you know of any fees, commissions, gifts, or rewards of any nature or description being paid by any one dealing with the Navy Department to any officer, agent, or employé thereof?—A. I do not know.

Q. Do you know of any such gift, present, or reward being made by such parties to a member of the family of any one connected with the Department in any way?—A. No, sir; that is, outside of myself, I do not. I gave Mrs. Watmough a present amounting in value to about \$158. I had bought a set of jewelry for my wife. I took it home and unfortunately for me she had a set. I had this on hand, and the thought struck me that I would send it to Mrs. Watmough as a present. I did not think there was anything wrong in it. It was purely a present to her of a set of jewelry.

Q. And besides that you have no recollection?—A. No, sir; not a dollar.

Q. Nor has your firm given anything?—A. No, sir; not a dollar to my knowledge or recollection. I desire to say further, referring to Mr. Russell's children, that I have occasionally given them little presents, of books, for instance.

Q. Do you know that either Mr. Bradford or Mr. Watmough or Mr. Robeson, or any one else connected with the Navy Department holds any bonds or stocks?—A. I do not know that fact.

Q. Or any other property?—A. I do not know about that. I do not know whether they have anything whatever.

By Mr. BURLEIGH:

Q. Are you an active politician?—A. No, sir.

Q. Do you always vote?—A. I generally vote, but that is all.

Q. Do you always vote?—A. I do not know whether I always even vote. I do not think I do.

Q. You do not take much interest in politics?—A. Not at all; I am no politician. Sometimes I would go to vote and sometimes I would not. If my friends happened to be around me I would go; and, if not, I did not.

Q. In making presents to A. G. Cattell, were they given with the sole view to the success of the party?—A. They were given to Mr. Cattell for electioneering purposes.

Q. What induced you to give him that money? Was it solely with a view to the success of the party, or was there some selfish motive in it?—A. I supposed it was to aid the party.

Q. Do you mean to say that there was no selfish motive in it?—A. No, sir; nothing selfish for myself, not a bit. It was only for the pure aid of the party; that was all my contributions were for.

Q. How do you reconcile that with your action in not being particular whether you voted or not?—A. Well, I am not any politician.

Q. In relation to the presents which you have made to Mr. Russell's and Mr. Watmough's families, were there no selfish motives in that?—A. Nothing whatever; it was merely friendship.

Q. Have you ever given the family of any other person connected with the service in Washington any presents?—A. No, sir; not to my knowledge. At the time I was in Washington I stopped at Mr. Watmough's house, and was treated very kindly indeed. I have known Mr. Watmough for nearly fifteen years. He invited me to his house, and took me riding round the city, and I felt as if I would like to make him a little present. He had a nice house and lived nicely.

By Mr. HARRIS:

Q. Did you know Mrs. Watmough?—A. No, sir; I never have met Mrs. Watmough. She was not at her house at the time I was there.

Q. Do you know Mr. Russell's family?—A. I have met his wife.

Q. Is Mr. Russell a man of wealth?—A. I do not know anything at all about his circumstances.

Q. You say that you have made some presents to his children. Did you make them frequently?—A. They have been out at my house two or three times, staying, perhaps, from Saturday until Monday. I have invited them there. His children are young.

Adjourned.

PHILADELPHIA, April 15, 1876.

CHARLES P. STRATTON sworn and examined.

By the CHAIRMAN:

Question. Are you acquainted with George M. Robeson, the present Secretary of the Navy?—Answer. I am.

Q. Do you reside in Camden, New Jersey?—A. I do.

Q. How long have you known Mr. Robeson?—A. Since about 1845.

Q. Have your relations with him been very intimate or confidential?—A. Very much so, during the last ten or twelve years, since he came to Camden.

Q. Have you had any extensive business relations with him since he has been Secretary of the Navy?—A. I never had any very extensive business with him, either before or since or at any time. In fact, I have had very little relations of that kind with him.

Q. Did you ever have any money dealings with him of any description or character?—A. I have; but not very extensive. I have loaned him money from time to time in former years, when he lived in Camden.

Q. That was, of course, prior to his becoming Secretary of the Navy?—A. Yes, sir.

Q. Have you received money from him since he has been Secretary of the Navy for any purpose?—A. Yes, sir.

Q. State to the committee for what purpose?—A. I received money from him in the fall of 1874 to be used for political purposes in the State of New Jersey. I received money from him again in 1875; that is all.

Q. Is that all the money that you have received from him since he has been Secretary of the Navy for any purpose whatever?—A. Yes, sir.

Q. Did you ever receive any money for the use or benefit of Mr. Robeson from Mr. A. G. Cattell or from E. G. Cattell?—A. Mr. Robeson gave me some money last fall, a year ago; I think it was mainly in cash. There was, however, a check of E. G. Cattell on A. G. Cattell & Co. or A. G. Cattell alone, I do not know which it was. That was among the moneys that I received.

Q. Do you remember the size of that check?—A. No, sir; I cannot tell whether it was \$1,000 or \$1,500 or \$2,000. I think it was one of those sums. I have simply a recollection that there was such a check.

Q. Can you not say whether that was the check of A. G. Cattell & Co. or A. G. Cattell alone?—A. I cannot tell that; I think it was given in 1874.

Q. Do you remember receiving a check from either the firm of A. G. Cattell & Co., A. G. Cattell, or E. G. Cattell, other than this check which you have named?—A. That is the only one that I remember to have received.

Q. Did you ever receive a check from any other person for the use and benefit of Mr. Robeson?—A. I never did.

Q. Or to be used under his direction or control?—A. No, sir.

Q. Has he ever given any direction to you to receive money or dispose of money received from any person whatever?—A. No, sir.

Q. How much money came into your hands for political purposes at the times you refer to?—A. In 1874 I cannot say exactly, but it seems to me it was in the neighborhood of \$5,000. In 1873 it was not so much. I think it was not over \$3,000, although, perhaps, it might have been more. The first sum I mentioned may have been larger; but not much larger.

Q. How much was it in 1875?—A. In 1875 I think it was \$3,000—it may have been a little more; I do not remember exactly.

Q. Is the single instance of which you have spoken, the only instance that you have received money from the Cattells?—A. Yes, sir; that is the only instance.

Q. Does Mr. Robeson keep a bank-account with the Safe Deposit Company, of which you are a director?—A. No, sir; he never had any money there.

Q. Do you know what property Mr. Robeson owned at the time he became Secretary of the Navy?—A. He owned a house at the corner of Second and Penn streets, in Camden, and also one in Third street, in which his mother lives; what other property he owned I do not know.

Q. The first piece of property to which you refer is the house in which his brother-in-law, Mr. Price, lives, is it not?—A. Yes, sir.

Q. And the sums of money to which you have referred were to be used for political purposes alone?—A. Altogether.

Q. For some individual, or for the benefit of his party?—A. They were to be used for the benefit of the party. In 1874 the Secretary had his own personal object to accomplish. The money was put into my hands, although I did not want it. He preferred to give it to me. He thought it would then be fairly disbursed.

Q. Was that sum of money disbursed in the State election?—A. Yes, sir.

Q. Was any of it disbursed after the members of the legislature were elected?—A. No, sir; it was all gone when election-night came. I gave it to prominent politicians throughout the district; men who were running for the legislature, throughout the first congressional district generally, I think. I cannot tell what became of it all, but it went into the hands of people who ran for the legislature generally, or to their friends.

By Mr. HARRIS:

Q. What relation did you hold to the republican party in your party organizations?—A. I did not hold any. I was not a member of any executive committee of the party.

Q. Were you in conference with the executive committees of the party?—A. I was.

Q. Did you inform them that you had money to be used for party purposes?—A. Yes, sir; the prominent men all knew it.

Q. Did you take the direction of the leaders of the organization as to the disbursement of the money?—A. Yes, sir; entirely. I do not know that the secretary ever made a suggestion as to whom it should go, except that it should be well used for the purpose for which it was given.

Q. Was any of it spent for bribery?—A. Not a dollar, as far as I know. I did not, of course, attend to the disbursement of small sums.

Q. You said that the Secretary had his own purpose to accomplish during the campaign of 1874. What did you mean by that remark?—A. Everybody knows that the Secretary was aspiring at that time, in the fall of 1874, to the United States Senate, and if the legislature had been republican, he undoubtedly would have been a candidate.

Q. What was done with the money in 1875?—A. It was spent in the same way; it went for the general good of the party.

Q. Was the Secretary then aspiring to the Senate?—A. No; he had no ax to grind then that I know of. He merely gave it as a prominent man of the party in the State.

Q. Were there other contributions by other men in the party?—A. Yes, sir.

Q. And large sums of money were expended on those elections throughout the State?—A. Yes, sir; a great deal of money.

Q. Did you yourself contribute?—A. No; nothing of any account. I never do contribute any sum of magnitude.

Q. Are you a republican?—A. I am.

Q. Were you informed by the Secretary that that was his own personal contribution, or that it was given by other parties?—A. He gave it to me as his own money, to be used in the political canvass then pending.

Q. Did you not understand from him, further, that it had been made up to him by other people?—A. Not at all. He said he would rather give the money to me than to give it to the local committees. I distributed it all.

Q. Did you go about the district?—A. No, sir; I never left my office.

By the CHAIRMAN:

Q. Do you hold a public position?—A. I am judge of the court of common pleas.

Q. Have not your relations with the Secretary been of the most intimate and confidential character?—A. I think they have.

Q. In addition, have you not from time to time made out lists of men to be employed in the navy-yard at Philadelphia?—A. Yes, sir.

Q. And forwarded those lists to the Secretary?—A. I have—perhaps not lists, but two or three names at a time, and sometimes perhaps half a dozen.

Q. And the reply has come to you directly to see the officers of the yard, and have the men put on?—A. No, sir; they generally sent an order direct to the men who were to be employed. Men about there have been in the habit of coming to me, and have for years, and to Mr. A. C. Scovel, and three or four other prominent men around there.

Q. Have you not gone over to the navy-yard yourself and said to the officers of the yard that you had information from the Secretary that these men, a list of whose names you had, were directed to be employed?—A. No, sir; I do not think I have been at the navy-yard but once in ten years.

Q. Have you not written such notes or letters to them?—A. I do not think I have; I do not recollect of any such thing.

Q. At any time when you may have recommended parties to be employed, have you mentioned to the Secretary of the Navy that it was to the interest of the party that such men should be employed?—A. I do not know that I ever have; it is possible that I may have done so, although I did not generally do that. I have said such and such a man wants to be employed, and I have written those letters, hundreds of them, in the most formal way. A large proportion of them never received any attention.

By Mr. HARRIS:

Q. You said some time ago that for years you and certain other gentlemen had been applied to; you were interrupted just then and did not quite finish your sentence. What were you going to say?—A. I hardly recollect; the Messrs. Scovel had been applied to and Mr. Battles and Captain Lee, the postmaster.

Q. What have you been applied to for?—A. For letters for persons to be employed in the navy-yard—to sign petitions or recommendations.

Q. Have you taken pains to know whether these men were competent for the position they sought?—A. Sometimes I have; I never recommended anybody that I did not think was competent, at least in such a way that I thought it would amount to anything. I signed a great many recommendations of that kind as a matter of course, but the parties generally came to me recommended. I have always made an effort in recommending persons to recommend suitable persons.

Q. You had two systems, had you not; if you really wanted a man you wrote a private letter to the Secretary, and if you did not you signed a petition?—A. Well, yes; petitions are never expected to amount to anything, and the private letters sometimes did and more frequently did not.

Q. Were you more successful in putting in men than your associates whom you have named?—A. No, I do not think so; it has only been within the last year or two that I have been at all successful.

Q. Did you do such things before Secretary Robeson was made Secretary of the Navy?—A. No, sir; I presume we never should have had applications from our side of the river but from the fact that the Secretary came from Camden, and that encouraged every ship-carpenter, laborer, painter, or calker; and all of that description of employes, to try to get into the navy-yard. The result was, that there was a continual application on the part of those people to get there.

By the CHAIRMAN:

Q. Have you ever been interested in any claim put through the Navy Department?—A. Yes, sir; one claim.

Q. What was that?—A. The man's name was Stitz, or Stiles, who owned the claim originally, but it was put into my hands by Jim Scovel, of Camden; he said it belonged to a friend or client of his, and he asked me if I would use my influence with the Secretary to get it paid; he thought it was a just claim, and that it ought to have been paid years before, and he desired to have it presented. I was rather reluctant to do so, but I ultimately filed the application. I never expected much would come of it, but it was paid in the course of a year, I think.

Q. What was that claim for?—A. It was for iron-work of some description furnished to the navy-yard, I think, during the war; along about 1863 or 1864.

Q. Was that a claim under the provisions of the law that entitled contractors with the Government to increased compensation?—A. I rather think it was not.

Q. Do you remember the name of the original contractor?—A. I think, as I have said, that it was Stitz or Stiles.

Q. What year was it paid in?—A. It was not very long after the Secretary became Secretary of the Navy that I made the application. I think it was paid within a year or two of that time. I do not remember exactly when he went there, but I think it was paid either in 1869 or 1870.

By Mr. HARRIS:

Q. How large a claim was it?—A. I do not remember exactly; I think it was about \$2,000.

Q. What compensation did you receive?—A. I do not remember that distinctly, but I made the bargain with Scovel, and I think I was to get \$600; I think that is what I received.

Q. Have you been interested in any other claim?—A. No, sir.

Q. Have you been interested in any contracts?—A. No, sir.

Q. Have you ever received any fees or commissions from any contracts or agreements with the Navy Department?—A. No, sir.

Q. Have you ever aided or assisted in putting through such?—A. No, sir.

Q. Do you know of any officer of the Navy Department, or connected with the naval service in any way, receiving any fees, or commissions, or gift, or presents?—A. I do not. You have spoken about my assisting in getting men work; I think I got some work for a concern over in Camden. I think it was procured through my solicitation; it was the firm of Wood & Dialogue, machine-men and iron-workers over there. Mr. Wood came to me some two years ago, perhaps, and said he had been trying to get some work from the Navy Department; that they had an establishment there capable of doing work, and he thought it rather hard that the Secretary did not do anything for them; he asked me if I would not interest myself in their behalf, and if I could not get them something, saying they were a Camden concern and that the Secretary ought to give them a little work. I did speak to the Secretary about it quite recently, and shortly afterward, I think as the result of my application to him, they did get some work. I understood that they got about \$30,000 or \$40,000 worth of machine-work. But when Mr. Wood was talking with me, he said he wanted to talk with me as a professional gentleman, and wanted to employ me about the matter, desiring me to act as his advocate in presenting his claim. I did so, and he got that amount of work. It may have been due to my efforts or may not, and I do not know about that; I have, however, never heard from him in the way of remuneration from that day to this, although I thought it would have been a fair thing for him to have compensated me. We made no agreement, nor have I ever asked him for any money, nor has he ever paid me any.

By Mr. HARRIS:

Q. Have you ever charged him anything?—A. No, sir.

By the CHAIRMAN:

Q. Have you called upon him in reference to it in any way?—A. No, sir; I thought if he did not see fit to pay me, he need not do it; it may have been that I did not get the work for him; I do not know that.

Q. How long since did this occur?—A. It is about two years ago, I think.

Q. Was that pending the election in 1874?—A. No, sir; I don't think it was until after the election. It was before that time that he came to me—along through the preceding summer, I think. I don't think he got his work until the following winter.

Q. State if the securing of that contract for Wood & Dialogue had anything to do with the pending election in the State?—A. Not the remotest connection, so far as I thought at the time or believed.

Q. Is that the only contract that they have ever had with the Navy Department?—A. So far as I know, it is. Somebody told me, and I saw it so stated in the paper, that they were rebuilding the old Constitution, but I do not know anything about it, except as I hear it.

Q. The old Constitution is at their yard, is she not?—A. Yes, sir.

Q. Do you know any fact or circumstance that will aid this committee in the investigation in which they are engaged, to wit, the detection of errors, abuses, or frauds in the naval service?—A. I do not; I have told you all that I know. With respect to this Stitz claim, I would like to say that after Mr. Robeson was made Secretary of the Navy, people knowing that I had been intimate with him thought probably that they could reach him through me, and a good many applications were made by persons desiring to get this, that or the other thing introduced into the Navy Department—ship's pumps, patent blocks, and all sorts of naval contrivances; and, occasionally, when such applications came from a client or friend, I have written in their behalf, but I never got a favorable response, and never heard of any of those things. When this claim was left with me by Scovel, I had no expectation that anything would result from it, and I never saw the Secretary about it. I wrote a letter and presented it, and it is possible I may have spoken to him casually about it when I saw him, but I never pressed the thing or pushed it at all. Some time afterward, and it may have been six months or longer, I saw him in New York or on the cars and asked him about the

claim, if it had been investigated or if he had forgotten it. He said that he had it looked into, and he was inclined to believe it was a good claim and would be paid. I was somewhat surprised, and after that I followed it up, and the result was I got the money. I never pressed the claim. Mr. Scovel was a great deal more active about it than I was. He wrote letters continually about it to the Secretary of the Navy and to the heads of bureaus.

Q. What other service, except seeing the Secretary of the Navy and writing to him, did you perform in connection with that claim?—A. I did not do anything at all, except to speak to him, as I may have met him. I did not give myself very much trouble about it. I presume that it was a claim which was paid upon its merits, for I do not think there was any outside influence that had much to do with it.

By Mr. HARRIS:

Q. You have been asked what property the Secretary had when he became Secretary, in Camden: do you know whether he has any more property now?—A. I do not; I do not know of an investment that he has made since he became Secretary of the Navy.

PHILADELPHIA, April 10, 1876.

JOHN NOBLITT sworn and examined.

By the CHAIRMAN:

Question. Were you at any time a member of the firm of Noblitt, Brown & Co., or of D. & J. Noblitt?—Answer. Yes; I am a member of the firm of D. & J. Noblitt.

Q. State how long you have been associated with that firm.—A. The firm of D. & J. Noblitt commenced in January, 1850.

Q. Has it been in existence ever since?—A. Yes: and it is in existence now. The firm of Noblitt, Brown & Noblitt commenced in 1856. That was composed of D. and J. Noblitt and Mr. Brown.

Q. Was there any other firm in which either Del. Noblitt or yourself were members?—A. No, sir; not at that time.

Q. Has there been since?—A. My brother is the president of the Corn Exchange Bank, and our business got jumbled up a good bit by having so many firm-names. My brother, in contradistinction from all other firms, and to separate our business, took out a license in the name of Noblitt & Co. I think that was about two years ago. Some business has been done in that name, especially business in connection with the Navy.

By Mr. HARRIS:

Q. How long did the firm of Noblitt, Brown & Noblitt continue?—A. It is in existence yet, but I drew out of it and put a younger brother in my place.

By the CHAIRMAN:

Q. When did you draw out of the firm of Noblitt, Brown & Noblitt?—A. I think in 1865 or 1866. I had a younger brother and gave him my place.

Q. Have you any means of telling this committee the extent of your business with the Navy under the various firm-names since the year 1871?—A. No, sir. I can make a guess at the business of D. & J. Noblitt in connection with the Navy. We did a very considerable business. I should suppose that altogether from 1871—from the four years from 1871 up to a year ago—we might have done three or four hundred thousand dollars' worth of business. Some of that was done during the Cuban excitement. That amount would be shown by our books. During the Cuban excitement, when there was a very considerable amount purchased, we furnished a good deal of material, especially provisions and clothing. We might have furnished something over a hundred and fifty thousand dollars' worth of provisions and clothing for this yard. I do not know that we have done any business with the Navy in the past year, with the exception of one transaction, of some iron that I bought myself, individually.

Q. What is Mr. Brown's full name?—A. Willard S. Brown.

Q. Were any other persons interested with you in these contracts?—A. No, sir; none whatever. We never had anybody associated with any of our business but ourselves. We commenced doing business with the Navy Department in 1853. We have done business under all the different administrations up to this time, and I do not think anybody is more familiar with the Navy wants than we are, from our long experience.

Q. You spoke of your firm supplying to the extent of three or four hundred thousand dollars?—A. Yes; in the four years from 1871.

Q. Do you mean to confine yourself to one firm, or to all the firms?—A. My brother has done business himself with the navy-yard—that is, Del Noblitt, jr.—and sometimes he has done it in his own name, and sometimes Noblitt & Co. He does business for himself, and is interested in a great many things, and it was for that reason that he thought it would be better to drop that Noblitt & Co. firm, so as not to mix up our correspondence.

Q. Let us understand each other. You were of the firm of D. & J. Noblitt, and then there was Noblitt, Brown, Noblitt & Co.?—A. Yes; that was the firm after I drew out. Some of the clerks were taken in as partners.

Q. When you speak of some three or four hundred thousand dollars, do you mean that that was the extent furnished by those various firms?—A. No; not of Noblitt, Brown, Noblitt & Co. I do not know what they furnished. They furnished a good deal of material in that time, but I have not an idea of that.

By Mr. HARRIS:

Q. There was D. & J. Noblitt, and then there was Noblitt, Brown & Noblitt, then you drew out and it became Noblitt, Brown, Noblitt & Co. Now was there a Noblitt & Co.?—A. There is a Noblitt & Co., and we have done some business with the Navy in that name, and my brother, individually, has done business in that name.

By Mr. JONES:

Q. Who is the firm Noblitt & Co.?—A. My brother is the party who runs that firm. I have had no connection with it for a year.

By the CHAIRMAN:

Q. You do not know who the company is?—A. No, sir; I do not think there is anybody but himself. He took out the license and showed it to me at that time.

Q. Mr. Del. Noblitt is the president of the Corn Exchange Bank?—A. Yes, sir; I have no idea anybody was with him, except in a transaction he and I had. A license was taken out. We then put our business in the name of Noblitt & Co., instead of D. & J. Noblitt, for the time I remained doing that business. I have not done any Navy business in connection with the firm for a year, except that I have had a transaction of my own, which I will explain hereafter.

Q. How come you to retire from the firm of Noblitt & Co.?—A. My brother and I had some little differences, and I thought I would not continue in any business, except the manufacturing business in which he and I were interested. I run the factory and give my whole attention to that.

Q. State if the difference between you gentlemen did not originate or culminate in a vinegar transaction?—A. I can state in regard to that, that did make one of the difficulties. I had loaned money frequently to a party in this town, named Power. He was in the vinegar business. I used to take vinegar as collateral security for the payment of the loans. He would give me his notes, and when they came due they would be paid, or sometimes I would have them extended. The whole note was \$1,500. The man was in financial troubles, and I was very anxious to sell the vinegar, so as not to carry it too long. He offered me the vinegar very low, and asked me if I could not sell it to the Navy Department. I told him I would try to do so. I spoke to my brother, saying I wished we could sell that vinegar or Power's, for the reason that I did not like to be carrying it any more. It was a very superior lot of cider-vinegar, and I thought it would be an advantage to the Government to buy it, even to carry it, as it was offered very low. My brother said he would try and see what he could do. He was intimate with the gentlemen connected with the Navy; Mr. Warmouth, I think, was the chief of the division. I believe they made an arrangement to take that vinegar. It was supplied. The transaction had occurred and transpired before I knew anything about it. I felt somewhat offended at my brother, and so expressed myself, that he had made the arrangement without my knowledge, and I thought he did not treat me with courtesy in the matter, and I took offense, and as brothers sometimes get on a pretty high talk, it culminated in my saying I would not have anything more to do do with it. "Go on and do the Navy business yourself."

Q. What could you have got this vinegar at and sold it, turning it over from Mr. Powers?—A. As near as I can recollect, he said to me at the time that he made me the offer, "It you can take that vinegar from me now, so that I can pay your debt, (and the note was then maturing within a few days,) I will sell it to you at 20 cents a gallon, without casks." The Government requires a certain standard of cask made to order to hold so many gallons, with a galvanized hoop on, making a very expensive cask. We supplied one lot during the Cuban excitement, and we had to get those kind of packages. As near as I can recollect now, speaking from memory, the casks cost some ten or fifteen cents a gallon. That, of course, added to the price of the vinegar. I could have got it at 20 cents at that time. What it was sold to the Government at I do not know, or what it was bought for I do not know.

Q. It was a transaction that was kept from you?—A. Yes; I had nothing to do with it.

Q. Did you take any part, or was the question of profit reported to you?—A. No, sir; I never asked my brother. I might be a little stiff and stubborn, but I never asked him what he got for it, and to this day I do not know that fact.

Q. Who has possession of the books of the various firms of which you speak?—A. Our books are kept at the bank. One of the clerks has charge of them.

Q. What is the name of that clerk?—A. Mr. Witherup.

Q. You are not able to tell any particular transaction that you have had with the Navy

Department without reference to those books, are you?—A. Yes; I could tell if my mind was called to any particular point.

Q. Do you remember the quantity of beef that you supplied to the Navy Department during the Virginius excitement—how many barrels or half barrels was it?—A. I think we supplied 500 barrels of beef and 500 barrels of pork.

Q. Do you remember whether about that time you supplied any clothing?—A. Yes, sir.

Q. Do you remember the quantity or prices?—A. No, sir.

Q. Do you remember supplying beans at that time?—A. Yes; we supplied a large quantity of beans.

Q. Do you remember supplying coffee and sugar?—A. Yes, sir.

Q. Do you remember the prices at which you delivered them?—A. No, sir; I cannot remember those things. I remember in regard to this transaction, after we put them all in we could have sold them for a great deal more than we got, because I made the proposition after the trouble was over to take the beans, sugar, and molasses all back, and would have been very glad to do so, because then there was a large advance on them. I know they all advanced afterward.

Q. Do you remember the prices you charged the Navy Department for the coffee which you delivered?—A. As near as I can recollect now, and I may be two or three cents out of the way, it seems to me it was about thirty-one or thirty-two cents. That is only from memory, of course.

Q. Do you remember the quantity and price of the teas that you delivered?—A. I think the tea was forty-two or forty-five cents.

Q. Was not it fifty cents?—A. I am not sure of that. I cannot remember. It might have been fifty cents.

Q. Do you remember supplying, from time to time, a large quantity of satinets?—A. Yes, sir; that was one order that took a good while to be executed. I think it was 30,000 yards that we had made to order.

Q. Do you remember how much the quantity that you furnished was in excess of the order which you obtained first from the Department?—A. There was some. I do not remember what amount. It might have been four hundred or five hundred yards. The manufacturer had it all in his looms, and had a good many running on it, and by the time he had the order filled every loom had some cloth in, and he made the request that we would, if possible, allow him to furnish all that was in the looms. We made application and succeeded in allowing the excess to be furnished. It was to accommodate the contractor. We had a great many looms on hand and they all had warps, and were driving away on them. He could not make an accurate calculation, of course, as to the exact quantity.

Q. Do I understand you to say what quantity was in excess?—A. I say I think perhaps four hundred or five hundred yards, although I am not sure of that.

Q. Do you remember the time at which the order for satinets was given?—A. It was given at the time when we were taking orders from the Department for these supplies on account of the Cuban excitement.

Q. When you came to deliver the excess do you remember how many months that was after the Virginius excitement?—A. As near as I can recollect from memory now, that order it seems to me was given about December, but I do not think it was completed before March or April. The excitement was over by the time we got the order all delivered.

Q. Did your firm (either one of them) pay any commissions to any person for or on account of these contracts in any way?—A. Mr. Elijah Cattell had rendered services at different times for us, especially at the time that these supplies were furnished for provisions and clothing. It was in this way: The Philadelphia navy-yard had never furnished provision and clothing. New York had been the headquarters for all that sort of thing. We Philadelphians were very anxious to get a share of the provision and clothing, which we thought we could furnish as well as New York and as cheap, and we solicited Mr. Cattell if he could use his influence at all with the Navy, the bureau especially, that he should do so. We made the point that Mr. Watmough was a Philadelphian, and we thought he felt interested enough, if his attention could be called to it, to have some of this provision and clothing turned over to Philadelphia and not all to New York. We learned that they were piling in goods very largely in New York and nothing was coming here. Mr. Cattell did use his influence and some orders came here from the bureau to the paymaster, Mr. Fulton, to make purchases of a certain amount of goods. That is the way in which we had this satinets ordered. After all these transactions were over we loaned Mr. Cattell \$2,000, which stands on our books as a loan yet. We have not collected it, and we have not asked him for it, and he has not talked about paying it. It was a loan. It was no commission on rates or anything of that kind. I do not know what you could consider that. I will say at the same time that a great many transactions in the way of borrowing and loaning money have occurred between the Cattells and us for years. We have borrowed a good deal of money from them, and they have borrowed money from us. We, however, never had any transaction offering or promising Mr. Cattell any commissions for anything that he did. As I say, he did interest himself to get an order turned to Philadelphia and diverted from New York for supplies of provisions and clothing.

Q. Did your firm solicit his influence in that direction?—A. We asked him if he could

not, in conversation with Mr. Watmough, if he saw him, get him to turn over some orders to Philadelphia. We knew that Mr. Elijah Cattell seemed to be personally acquainted with everybody in connection with the Navy, and if he could do anything in that way to divert trade from New York, we wanted to get it.

Q. Did he undertake to use that influence?—A. I cannot say, except that I know that orders came from the chief of the bureau to the paymaster here. A requisition came to make purchases.

Q. State if prior to that time you had furnished any provisions and clothing.—A. No, sir. We might, during the years that we were doing business, occasionally have filled an order for some deficiency that might have happened to occur in the supply at the yard, although I do not remember distinctly. We might have done so, because our business was very general with the Navy.

Q. State if after that conversation with Mr. Cattell your business did not largely increase with the Navy Department.—A. No, sir; except in these articles of provision and clothing. We did probably from \$150,000 to \$175,000 worth of business in a space, maybe, of those four months, including this satinet. That was provisosious, clothing, beans, coffee, sugar, drawers, &c. We bought the other articles and had to have the drawers and cassinette made of a certain quality and standing.

Q. Is that the only loan which you have made to Mr. Cattell on account of that transaction?—A. Yes, sir.

Q. Or to either one of them?—A. Yes; that is, to the best of my knowledge. So far as I know, that is the only transaction. We have made loans to the Cattells, and we have borrowed money from them. Our cash-book shows we have borrowed and loaned at different times, but nothing at all connected with any Navy transaction; only as accommodation to one another.

Q. How as to this particular transaction, to which you refer, of \$2,000?—A. That stands on our books as not paid.

Q. Is that in the shape of a note?—A. No, sir.

Q. It was an open loan?—A. Yes, sir. I do not know whether we had any obligation for it or not. We may have a due-bill. My brother has our papers of that kind. I do not know whether he has one or not. I look upon it as one of those things that if he did not pay we would not ask for.

Q. State to this committee how it comes that you regard that as a loan? What was the understanding, if any, or agreement come to between the parties? Was it like, "See here, I want to borrow the sum of \$2,000," and the other party to return it at his convenience, or anything of that kind, or was it just your check passed to him for that amount?—A. It was simply in this way; "I should like to have \$2,000." That is the way we did business with one another. I remember at one time when we wanted \$5,000 we were sitting in the bank, and I was saying to my brother that we wanted some money. Mr. Cattell came in, and said I, "Elijah, have you got any money?" He said, "Yes." I said, "I would like to have \$5,000; can you let me have it?" He said he could for about a week, and he gave me a check for that; and on another occasion I got \$3,000 from him in the same way. When he got this \$2,000 it was not made direct with me, but with my brother. I only remember that when I looked at our cash-book I saw an entry of \$2,000 loaned to Mr. Cattell.

By Mr. HARRIS;

Q. Does it say "loaned"?—A. Yes, and that stands open.

By the CHAIRMAN:

Q. How long since has that been?—A. I think it must have been two years ago; it was eighteen months or two years ago.

Q. Were there any other loans made by you to any other parties for their influence or supposed influence with the Department?—A. One day during the last four years we loaned Mr. Russell, the paymaster, \$600; he was very short on one occasion and wanted money very badly, and my brother and I loaned him \$600; that loan was paid in the course of perhaps a year. He paid it back to us with interest; he is the only party connected with the Navy to whom we have ever made a loan of money.

Q. Do you know of any sales of property of any kind made by any of the members of your firm to Mr. Russell, or to any one connected with the naval service here?—A. No, sir.

Q. Or of merchandise?—A. No, sir; Noblitt, Brown & Noblitt may have sold furniture; they supply all officers of the Navy with anything they want; they supply from what they call the general upholstery. The regular business of David J. Noblitt is hair-cloth manufacturing.

Q. What is the regular business of Noblitt, Brown & Co.?—A. Their business is what is called cabinet-findings and upholstery goods—all kinds of upholstering materials—anything that is used on cloths or furniture; cabinet-findings embraces a great variety of hardware and looking-glass, and material for furnishing; all the mountings on furniture, knobs, locks, keys, hinges; the variety consists of probably a thousand articles.

Q. They are not dealers in groceries or clothing, are they?—A. No, sir.

Q. And they are not dealers in what are technically termed wet goods, in the Navy?—A. I do not know that term; we commenced doing business with the Navy in 1853, and we did more or less until the war broke out, and we were doing business then; then we got into pretty generally supplying everything that the Navy required. We furnished those articles during the war, provisions, clothes, lumber, hardware, metals, and for a while the Government could not buy copper except through us; the dealers would not sell them copper during the war a part of the time; we had to get into the copper business without being inclined to. They would sell to us and not to the Government; we, in that way, got into a general kind of Navy-supply business, and that made us thoroughly posted. Whenever we could sell to the Government, we of course have done so.

Q. Do you know of any presents being made to officials connected with the Navy, either in the Navy Department or in the navy-yard?—A. No, sir.

Q. Or to any clerks or employés in either?—A. No, sir.

Q. Do you know of any such parties contracting debts with your firm, or for which your firm became responsible?—A. I know that, as I say, more or less people, from the commodores of the Navy down to the employés of the navy-yard, have dealt with our store, and some of them have made debts which they have never paid, like a great many other customers we have had. There may be some of that kind of debts yet; they owe David J. Noblitt nothing, but they may owe Noblitt, Brown & Noblitt something; that I do not know anything about.

Q. Have you any arrangement with such men to let them have such goods as the firm controlled at any stated price below the retail price, or do you know that the firm of Noblitt, Brown & Co. have such an arrangement?—A. No, sir; I do not know of any such arrangement. Our acquaintance with all these people in connection with the Navy naturally brought them as customers to our store, for whatever they wanted, and some of them have paid their bills, and I suppose some have not.

Q. Do you know upon whose recommendation Paymaster Russell was continued at this place?—A. No, sir.

Q. Did your firm urge it in any way, directly or indirectly?—A. Not to my knowledge. Mr. Russell's time was up here, and he was transferred to the navy-yard as paymaster there. Mr. Fulton was brought here and put in our office in Philadelphia, where he remained but a little while, when he got leave of absence. I believe he was going to get married. I think he went to Europe. Russell was then retransferred from the yard to the office, but I do not know by what influence.

Q. Mr. Fulton's office was kept in your building, was it not?—A. No, sir.

Q. Was it near there?—A. No, sir; he kept it where it is at present. He succeeded Russell in that office. Mr. Fulton continued the same office, and when he left, Russell succeeded him again. Mr. Fulton was paymaster during the time we were furnishing those articles of provisions and clothing. His orders came to him from New York. We did not know him until we were introduced to him there. We have done a good deal of business with the Navy, and know more about the Navy wants than anybody else; and when we go into competition with anybody we generally get what we want. We get the contract whether we make anything on it or not.

By Mr. JONES:

Q. Did I understand you to say that some of the Navy people do owe you now?—A. I said they might. I don't know that.

Q. Are you not aware that you can collect a bill of a man in the Navy?—A. Yes; the same as you can from anybody. I say some of them may owe—some of those mechanics down there, who were in the yard, or had been in the yard, may owe some bills. As I have said, nearly every one connected with the Navy would come to our store and buy, from the commodore down to the mechanics, because they became acquainted with us from our doing business with the navy-yard. I cannot really say that any of them owe us, although I expect they do.

By Mr. HARRIS:

Q. You spoke of a little difficulty having occurred between yourself and your brother about the vinegar.—A. Yes, sir.

Q. Was it or not upon the ground that you thought he made a profit on that vinegar which you thought legitimately belonged to you?—A. No, sir; it was on the ground that he had taken this transaction upon himself, as it were, without consulting me, or my having anything to do in the matter.

Q. As I understand, the man who owned the vinegar had placed it in your hands as collateral?—A. Yes; I had loaned him money personally.

Q. He asked you to sell it to the Navy?—A. Yes, sir.

Q. And he offered it for 20 cents a gallon in the casks which then held it?—A. No, sir; the vinegar without casks.

Q. You mentioned to your brother that you would like to have him see if he could not sell it to the Navy?—A. Yes, sir.

Q. He did sell it, as I understand?—A. Yes, sir.

Q. Did he pay your debt?—A. No, sir; my brother did not; the party, however, paid his note.

Q. What reason had you for finding any fault with the transaction, if you got your note, for which you held the vinegar as collateral?—A. Because my brother took it upon him to transact this business independent of me when we had been doing business together. He took that upon himself, whether it was profitable or unprofitable. I claimed that while we were running the business together, we should do it together.

Q. Your only object in seeking to sell it was to get your pay?—A. That was the object, to help this man, but not simply to get my pay, because I was secure so far as the debt was concerned; but I wanted to assist the man in doing business, and at the same time to get my pay. I had two motives: one to help him, and the other to help myself—the main thing was to help myself.

Q. Were you expecting any profit on the sale of that vinegar, personally?—A. No, sir; not when the transaction was made by my brother.

Q. State whether or not, if you had negotiated the sale, you would have expected to make a profit on the vinegar.—A. Yes; if I had negotiated the sale, I would have tried to have sold it to the Government, and made a profit on it.

Q. So that your purpose was not to get a large price for the man who owed you, but it was to get 20 cents a gallon, according to the agreement, and get what profit you could over that?—A. Yes, sir.

Q. Is it not true that the difficulty which arose between yourself and your brother was caused by the fact that you thought he made a profit which legitimately belonged to you?—A. No, sir.

Q. Then why could there have been any difference between you about it?—A. Because, as I have said before, he undertook to do this business himself, in his own name, discarding me in that transaction. If it had been anything else, it would have had the same effect.

Q. How did it harm you unless you lost a profit?—A. I felt that he had slighted me in undertaking to do this thing himself without reference to me, as we were partners together.

Q. Did not the profit which he made go into your partnership account?—A. No, sir; not what he made himself. If he made anything on it, he put it in his pocket.

Q. Then your point was, that it should have gone into the partnership, if any profits were made?—A. Yes, sir; if there was anything made, it should, certainly.

Q. How much was the profit?—A. That I do not know.

Q. Give us some idea.—A. I have no idea what it sold for.

Q. Have you not any idea at all?—A. I have not the least, positively, because nothing appears on our books in connection with it.

Q. Did you not at the time ascertain substantially what he made out of it?—A. I do not recollect that I did. If I did, I have forgotten it.

Q. Then you can give the committee no idea whether he made 10 cents a gallon or more?—A. No, sir; I knew the vinegar at 20 cents was low, because it had been selling at 25 and 30 cents, and that there was a margin there to make something on it.

Q. How large a quantity was there?—A. I think there were 200 barrels—about 40 gallons in a barrel.

Q. Considerably more than enough to pay your \$1,800?—A. O, yes; I had under my control at the time, I think, 500 barrels of vinegar.

Q. How many were there pledged in this transaction?—A. I think I had 500 barrels pledged. One lot was 300, and the other 200.

Q. The lot of which you have been speaking was 200 barrels?—A. Yes, I think that was the quantity.

Q. That would only bring \$1,600 at 20 cents a gallon?—A. Yes, sir.

Q. That would not be enough to pay your debt?—A. No, sir.

By the CHAIRMAN:

Q. Have you any recollection of a transaction of your firm in olive-oil?—A. My brother had a transaction in olive-oil in which I had no interest.

Q. Does your recollection serve you well enough to answer whether, in the importation of olive-oil, it was done free of duty, and the Government furnished the transportation?—A. No, sir; I do not know. I know nothing about that oil, only I know he furnished a lot. I do not know in what name he furnished it either. I was sick at the time. D. and J. Noblitt have sold a good deal of oil to the Government. I suppose, however, you have reference to some special oil, which I know he did furnish. We have sold oil of different kinds.

Q. The special point in the vinegar transaction, was that you deemed from your knowledge of the business that he had availed himself of that knowledge to make profit, possibly, in a transaction, whereas that profit from your position ought to have belonged to you or to the firm?—A. Well, I thought that transaction ought to belong to the firm. I knew my brother did no business with the Navy himself, in which I had no interest and did not care anything about; but this was a transaction in which I felt that I ought to have an interest, inasmuch as this party had made an application to me to try to sell it for him, and as long as I had loaned the money I wanted to get the man out of my debt.

Q. What was the date of that vinegar transaction?—A. It might have occurred, say, from twelve to eighteen months ago.

PHILADELPHIA, April 15, 1876.

JOHN NOBLITT recalled and examined.

By Mr. BURLEIGH:

Question. Are you acquainted with Mr. Bradford, the paymaster?—Answer. Yes, sir; I have been acquainted with him from boyhood. My acquaintance with him goes back to 1834 or 1835.

Q. Do you know anything about the history of his family; as to his parents being people of wealth?—A. I do not know that his family were wealthy. His people were respectable people in the lower part of Delaware, and were reputed to be of means. I do not know whether he ever inherited anything. He left the State before I did, and went into the Navy.

By the CHAIRMAN:

Q. Do you know at what time he became connected with the public service as paymaster?—A. Yes, sir; my brother and he were theological students in the theological seminary at Lexington, Ky. That seminary got into financial difficulty, and the students had to scatter. Mr. Bradford went into James K. Polk's family as private tutor, until Mr. Polk became President, and I understand that through his influence he was put into the Navy. I should say that he went into the Navy as far back as 1840, and probably Mr. Polk's influence put him there.

Q. Do you know of any other source of income that Mr. Bradford had except from his office?—A. No, sir.

Q. I understood you to say that during the Virginian excitement, you solicited the influence of the Messrs. Cattell, in order to divert provision and clothing supplies from New York to Philadelphia?—A. I did.

Q. Did either one of them undertake to do so for you?—A. Elijah Cattell did speak to Mr. Watmough on the subject, as I understood it. At any rate, the result was that Mr. Fulton was authorized to make these purchases which I have heretofore referred to, and I believe nearly all these orders of provisions and clothing which were furnished came from the paymaster.

Q. You did receive some open orders at that time from the Bureau of Provisions and Clothing?—A. Yes, sir; there was a great bustle and excitement, and it seemed to be a sort of open order to furnish everything as quickly as possible.

Q. Why did you apply to the Messrs. Cattell for their influence?—A. I thought that Elijah Cattell had the influence in Washington City. He seemed to have a good deal of business there, and I thought he had influence with the bureau. He seemed to be on intimate terms with them there. He was on intimate terms with the Secretary, and I presumed that gave him influence with the bureau.

By Mr. BURLEIGH:

Q. Did you sell the Bureau of Provisions and Clothing on open purchase at that time?—A. We had at different times supplied small requisitions, but not much; they did not require much from us. The large supplies were generally sent from New York to this yard.

Q. Did they require of you at that time beef, pork, sugar, rice, coffee, and beans?—A. Yes, sir; a large lot of beans.

Q. Do you remember what your charge was for those articles at that time?—A. No, sir; I do not remember what the prices were.

Q. You have those prices on your books, have you not?—A. Yes, sir; in regard to the beans and sugar, and the molasses; by the time we got them delivered, they had got so advanced that I said, myself, to Mr. Russell, "I should be very willing, if the Department would allow me, to take them back at the price we put them in at, and we pay the cartage from the yard." I told him that we could make a speculation—the advance on the articles had been so great.

Q. State the date at which you sold those articles, and the prices which you obtained, and also furnish to this committee your invoice of purchases.—A. I will furnish that statement hereafter to the committee from my books. We sent up to Western New York for these beans, not being able to buy them either here or in New York City. We sent parties to Western New York and had them bought up. We base profits in Navy transactions at 10 per cent. if we can obtain it; that was our calculation, and that is the way the profits of our business are calculated.

Q. In what condition was the beef that you furnished? Was it in Navy barrels?—A. Yes, sir; Navy standard barrels.

Q. Did you pack it yourselves?—A. No, sir; we had it done; it was put in the regular standard barrels, I am sure, with a great many hoops upon it.

Q. Did you buy it in barrels or in tierces?—A. In barrels.

Q. Please furnish to this committee the price you paid per barrel, and the price at which you sold it per barrel.—A. I will do so hereafter, from the records of our establishment.

Q. When Mr. Fulton came here was he directed to purchase from you; and, if so, by whom?—A. No, sir; he was not directed to purchase from us.

Q. Did he have instructions at all?—A. I think not. I think that upon inquiry he found

that we were engaged in that kind of business—that is, furnishing supplies; and I think he sent his requisition to us in view of the knowledge that he considered we had of the business. That, however, is only my inference.

By Mr. BURLEIGH:

Q. After the Bureau of Provisions and Clothing had advertised for proposals for such articles as sugar, coffee, rice, and beef, state if they could not, in three days' notice, have procured those articles by bidders under contract?—A. I suppose they could, those articles. They are always on hand in stock.

Q. Would it not have been advantageous for them, in your opinion, to have advertised for those articles and made competition?—A. I will give you my candid opinion in regard to advertising.

Q. But I mean in this instance.—A. I do not know that I hardly know how to answer your question. It might have been, and it might not; I cannot say whether it would have been an advantage at that time or not.

Q. Would not people have been glad to have sold those articles at 5 per cent. profit?—A. I would almost be inclined to say no, and I will explain why. Very few persons are disposed to sell the Government in that line of the business, on account of the difficulty that they have, owing to the red tape and circumlocution in the Navy Department, in getting the business through.

Q. State the time at which payments were made for the articles which you supplied. Do you remember the time which intervened from the date of delivery until the date of payment?—A. We generally got our money within thirty days; sometimes it ran over that, but as a general thing we got our money in thirty days.

By the CHAIRMAN:

Q. For Mr. Cattell's interest, or supposed interest, did you agree to give him any compensation?—A. No, sir.

Q. Was there no understanding of that kind?—A. No, sir; not to my knowledge.

Q. Did you ever pay any commission to anybody?—A. No, sir; never to my knowledge, in all my experience in doing business in the Navy.

Q. Did you ever make any deductions in the bills upon payments being made, or after payments were made, either by the Government or anybody else?—A. Not to my knowledge. Deductions were made sometimes if there were mistakes in the bills. They would be sent back by the paymaster and be corrected.

Q. Following somewhat the custom which prevails among merchants, of deducting so much for cash payments, did you in any instance with a paymaster, or any agent of a paymaster, after or upon payment, make any deduction from the bill, letting the bill go as against the Government on its face but giving the paymaster or his agent the benefit of a deduction?—A. No, sir; not to my knowledge.

Q. Did you know Mr. Mathews, of New York?—A. No, sir.

Q. Did you ever have any connection with him, directly or indirectly?—A. Never. Mr. Mathews came over here. He came over to try to do some business here. He called to see us, but I did not see him; he saw my brother. When I say us, that would embody Noblet, Brown & Noblet, and D. & J. Noblet, because he knew we were both doing business for the Navy. I think he saw my brother and made some talk with him about the Philadelphia business, but that is all there was of it.

Q. It resulted in mere talk?—A. That was all. No transactions ever took place between us.

Q. As I have understood you in your testimony, Messrs. Noblit, Brown, Noblet & Co. is one firm which has done business with the Navy Department?—A. Yes, sir.

Q. And another firm which has done business with the Department is the firm of D. & J. Noblit?—A. Yes, sir.

Q. In addition to that is there still another firm?—A. There is the firm of Noblet & Co.; that is the business my brother did, and he also did some business in his own name.

Q. That was four characters, so to speak, in which your brother did business with the Navy Department?—A. The Noblits & Co. firm was made to separate matters from D. & G. Noblit, and in contradistinction to them, so that bills and transactions and purchases should not be mixed.

Q. You were interested in two of those firms, were you not?—A. No, sir; I am out of the firm of Noblit, Brown & Noblit.

Q. When did you go out of it?—A. Pretty nearly ten years ago.

Q. Have you had no connection with that firm since?—A. No, sir.

Q. Now as to Noblit & Co.—A. Noblit & Co. is my brother; I think that firm, may, perhaps, go back two years.

Q. Have you no interest in that?—A. I will explain that. Part of our business, which I reported to you as \$275,000, embraces some business that had been done in the name of Noblit & Co. When we were doing business as D. & G. Noblit, my brother thought it best to separate the name of D. & J. Noblit, and take a license out to do business in the name of Noblit & Co., so as to have business-matters separated.

By Mr. BURLEIGH :

Q. Do you mean so as to have the naval business separated?—A. Yes, sir; so as to show our business transactions separate; to have the naval business separate.

Q. The Navy business was to be done by Noblit & Co.?—A. Yes, sir; we did some business for some time in that name until this vinegar transaction occurred. But since then I have done no business with the Navy.

By the CHAIRMAN :

Q. Who has possession of the books of Noblit & Co.?—A. They are kept by our book-keeper at the bank.

Q. Who is your book-keeper?—A. Mr. Witherup. We did a certain amount of business as Noblit & Co. with the Navy, with which I was interested. My brother did business as Noblit & Co. also with the Navy, of which I knew nothing.

Q. That is since you quit?—A. Yes, sir; he had business with the Navy direct from the bureau, and in some of these matters to which you have referred, of beef, pork, &c., he had orders direct from the bureau.

Q. At the same time that you had?—A. Yes, sir; during the same time.

Q. In giving the amount of business at the sum which you have mentioned, you did not include or intend to include what your brother had done himself, did you?—A. No, sir; I gave you what is shown on the books of D. & J. Noblit, and a portion of what we have on the books of Noblit & Co.'s transactions so far as they go. I have given you as far as I was interested myself and was cognizant of the transactions.

Q. Have you, or your firm, or either one of them, made any loans to Mr. Wetmaugh?—A. No, sir. I asked my brother about that, because I think a question of the kind was asked me the other day; and he told me of all the money transactions that occurred with Witmaugh and himself as president of the Corn Exchange Bank. He told me that he wanted a loan of \$600 out of the bank, for which he gave his note and gave a bond as collateral security. They did not loan on single-named paper without collateral security. The bond of \$1,000 was given as collateral for the loan, which, as the note matured, was paid by him. That was all the transaction in the way of money that ever passed between them, and that he did in his capacity as president of the bank.

By Mr. BURLEIGH :

Q. Did they have one standard in the article of sugar for Navy supplies?—A. They called for a certain standard of sugar, say "B" or "C" sugar, and we then furnished them with samples, from which they made their selections.

Q. Did they use about the same grade all the time?—A. Yes, sir; pretty much the same grade. We put in a higher grade of sugar during that emergency than they were furnishing in New York—fully one number higher. These supplies for the Philadelphia yard were always drawn from the New York yard. Whenever they wanted anything for a ship here they drew from there, and we did not keep much of a stock here. Everything was required up to the full Navy standard, and in one instance we had to send to Boston to get some pickles, as the full Navy standard pickles could not be obtained elsewhere.

PHILADELPHIA, April 21, 1876.

JOHN NOBLIT recalled and examined.

By Mr. JONES :

Q. Who compose the firm of D. & J. Noblit?—A. My brother, Dell Noblit, jr., and myself. I am the older, but he takes the leading name, for the reason that he was in business by himself in Philadelphia before I came here.

Q. Is there any other person directly or indirectly interested in said firm?—A. No, sir; and there never has been.

Q. Is there such a firm as D. Noblit & Co.; and, if so, who compose that firm?—A. I do not know of any firm of that name. My brother, D. Noblit, is in business; he took out a license as Noblit & Co., and some business was done under that firm-name.

By the CHAIRMAN :

Q. State specifically who composed the firm of Noblit & Co.—A. It was my brother and myself, so far as these transactions were concerned which you have seen on our books. These were all the transactions of that firm that I had anything to do about, but my brother may have done something for himself in that matter. He did sometimes for D. & J. Nobbitt in his own name.

By Mr. JONES :

Q. Are any persons directly or indirectly interested in said firm other than those you have mentioned?—A. No, sir; not to my knowledge. I have not the slightest idea that there

is. So far as I am concerned myself I knew of no person in any business transactions, except my brother, and never have ever in anything I have done, either in connection with the Navy or any other business.

Q. You do not know of anybody who is in with your brother, under the firm-name of Noblit & Co.?—A. No, sir; I do not think there is. If there had been I should probably have discovered it.

Q. Who have composed the firm of Noblit, Brown, Noblit & Co., within the last two years?—A. I think I went out of the firm in 1865, or about that time, and put a younger brother in the firm. From that time it was composed of my brother, Dell Noblit, jr., Willard S. Brown, Jacob D. Turck, and the younger brother, who took my place, whose name is Joseph C. Noblit. John S. Brown, I think, has an interest in some way, although he is not one of the firm. They give him an interest besides a salary.

Q. Is there any other person, directly or indirectly, interested in said firm?—A. No, sir; the firm was originally D. & J. Noblit.

Q. Is there no firm which you know of called D. Noblit & Co.?—A. No, sir; my brother has done business with the Navy in his own name; whether he has put Co. to it at any time, or not, I do not know. He has frequently done business with the Navy.

Q. Do you know anybody who is interested, directly or indirectly, with him?—A. I do not. I do not think there is anybody interested with him, or that there ever has been.

By the CHAIRMAN:

Q. Has your brother any business relations or connection with the Secretary of the Navy?—A. No, sir; I think not. I never knew that he had, and never knew that he had any transactions with the Secretary at all. If he has had, it has been without my knowledge. Mr. Robeson may have been at the store of Noblit, Brown & Noblit and bought some goods. I do not know that, however. As I have said before, almost everybody connected with the Navy came there to buy something. I think if there had been anybody in business with my brother I should probably have been in position to discover it.

Q. Upon whose recommendation were the clerks of Paymaster Russell employed?—A. I do not know that. Mr. Hall, the chief clerk, was a Jerseyman, and had been a clerk in the Corn Exchange Bank. Senator Cattell used to be president of the Corn Exchange Bank, and was president of that bank when Mr. Hall was clerk there, but whether any influence of that kind put him in office I do not know.

Q. Who is the other clerk there?—A. There are others, but I do not know the names of any of them, except Mr. Hall, whom I knew when he was a clerk in the bank.

Q. Do you know of any accommodations in any way being given by the firm of Noblit, Brown & Noblit, or by D. & J. Noblit, or Mr. Dell Noblit to Mr. Russell?—A. No, sir; except in the shape of a loan, which has been spoken of before. You will have observed on our loan-account \$600 loaned to Mr. Russell, which has been repaid. I know that Noblit, Brown & Noblit sold him goods.

Q. Do you know that Mr. Russell has repaid that money?—A. Yes, sir; I know that, because I happened to get my share of the pay.

Q. What necessity was there then, changing the books of Mr. Dell Noblit in relation to that?—A. In regard to that, I knew nothing until the book-keeper told me of it. I saw one loan-account there. I opened that account because I recollected that at some time or another I had borrowed some money from the Cattells, and I wanted to inform my mind of it. In opening the book I saw the matter there, although I knew long before that we had loaned Russell \$600. It was a loan. The other was a loan, but they had been charged off, so the explanation was made to me, and I did not know anything about it otherwise. It had been charged off in settling up the books, to profit and loss, which my brother discovered, and he afterward altered them back to their original position, which is not what I call good book-keeping. When an account is charged off and you want to restore it, my way would have been to have opened the account again. But he took that method or restoring it. Those were loans, according to my knowledge. As I stated to you the other day, we loaned Mr. Cattell \$2,000, with an uncertainty as to whether we would get it or not.

Q. But it appears from your books as if Mr. Russell had paid the amount, and you state here now that he has paid it, and yet the books show that, instead of being paid, really it is transferred to a different account, and re-appears under the head of "contingent." How do you account for that?—A. I am not book-keeper enough to explain that. We loaned Mr. Russell \$600, and then we loaned Mr. Cattell \$2,000, the circumstances of which I have stated heretofore to the committee. Now, those accounts went on our books as loans. I pay no attention to our books and know nothing about them. I cannot tell you to-day how my own account stands on the books, because I have nothing to do with it. I have not looked at our books for twelve months, until I looked at that loan-account, to see those transactions, after I had got a subpoena to appear before this committee. I had thought of borrowing some money from Cattell myself, and I looked at that loan-account. I say that I know that loan was made to Mr. Russell, because at the time it was made by my brother he called my attention to it.

Q. Not to go off with any wrong impression about this, do I understand you now to say that Mr. Russell came to you and paid you the one-half of that debt?—A. Mr. Russell came into the bank and paid my brother and me the \$600.

Q. Just an even \$600?—A. The interest had accumulated. Said I, "Mr. Russell, we are not money-lenders. We loaned you that money to accommodate you, and I am satisfied with the principal, and without the interest." He says, "I want to pay you the interest." I told him we were satisfied with the principal. He paid the \$600 and went away. He came back, I think, the next day, although I am not sure of that, and paid the interest. He paid that to my brother, and my brother handed me my share of it. I think it was \$75.

Q. When was that payment made?—A. Speaking from memory, I think it was made probably some time in March. The book-keeper credited it at the time; at least I believe he did.

Q. Has not that payment been made since this naval investigation commenced, and you and he had notice of it?—A. No, sir; not that \$600.

Q. I refer to the commencement of the naval investigation in Washington.—A. It was paid in March. I think the cash-book shows that fact, although I am not sure of the date.

Q. Had you then at the time of the payment any knowledge of the fact that the committee had called for the papers and books of Mr. Matthews at New York?—A. No, sir; not the least idea. All I had was from the newspapers, which was the fact that you had gone into an investigation of Mr. Robeson's affairs or the affairs of the Navy. That was public rumor, and was well known. That is all I knew about any investigation.

Q. How did you happen to be in the bank at the time Mr. Russell called to pay that money?—A. I am there almost every day. I do not suppose I miss one day in the week but what I am in the bank at some time or another. It is the exception when I am not there. It is the only place that my brother and I can talk over our business affairs. My brother does not come to our factory once a month, and it is necessary for me to go to him every day about the requirements of the factory, &c. I therefore make it my rule to be in the bank once or twice, and may be three times, a day. I was in the bank when Mr. Russell came in. As near as I can recollect he said, "I have come in to pay this \$600 loaned to me." He said to me, "By the way, Mr. Noblit, you are interested." Said I, "Yes, I am; I am very glad that you have come to pay it." He paid the \$600 down, and I made a remark about interest. He spoke of paying the interest. I said I was very glad to get the principal without the interest, but he did come afterward and he paid the interest.

Q. And you think that was a day or two after?—A. Yes, sir; it was not the same day.

Q. Then if the entry shows on your books that it was paid on the same day it is a mistake?—A. Yes, sir; unless he came in after I went out. He certainly did not pay it then. He might have come in afterward; I do not know that.

Q. Can you tell why, when Mr. Russell paid the items that were charged to expense-account which were against him, expense-account was not credited with those sums?—A. Now, sir, some items that you discovered on the books I did not know were on them until the book-keeper called my attention to them to-day, or else I would have said when I was speaking of loans in regard to Mr. Russell—I would have said more than \$600. I only knew of that \$600, for the reason that I had given no attention to the books, and did not know anything about their condition.

Q. Those amounts still stand charged to expense-account, according to your books?—A. Well, sir, I do not know anything about that.

By Mr. BURLEIGH:

Q. How long had that \$600 item been standing before it was paid by Mr. Russell?—A. About two years. In regard to our books, I know nothing about them scarcely.

Q. Is it not a little singular that even down to a very late date that expense-account should be charged with \$22.80, a loan to Mr. Russell?—A. I do not know what that item is.

Q. This last item to which I am directing your attention is upon the new small books—the Navy Department books alone. How should it happen that any item of individual expenses, such as payment for and on account of Mr. Russell, should be credited in that book?—A. Gentlemen, when you get me on the books I do not know anything about them. I am entirely ignorant of our books. I am so ignorant of them that you, having had them to look at, can tell me probably more about my own personal accounts than I can myself.

Q. Do you remember anything about that expense-account being charged with the sum of \$500 to A. G. Cattell?—A. I can remember that. I have reason to remember it.

Q. What was that for?—A. I did not think much of the contribution. I thought it was a little heavy. In the New Jersey election of 1874 there was a great effort made, and during the election-time there was a great deal of money raised to carry that election in New Jersey. There was a contribution levied upon Philadelphians, and in the bank, I presume, almost everybody had to do something to contribute toward that election. Senator Cattell was raising all he could for the New Jersey election. My brother, in his liberality in the matter, contributed that \$500.

Q. That was an electioneering-fund?—A. Yes, sir.

Q. Do you remember that Mr. Robeson was then known to be a candidate for the United States Senate?—A. Yes, sir; I think he was. He has been trying to make it for some years, but he has not succeeded yet. There was no special effort to make him Senator; or that was not the reason for which this money was raised, I do not think. It was to carry the State. I knew, of course, that he was a candidate, and he has been a candidate for a long time.

Q. Do you remember the other item of \$250 for presents?—A. I do not remember that. I do not know anything about it, except that this afternoon the hook-keeper told me of it. That shows that it was for a Christmas-present, although I do not know about the transaction. I might explain, in order to meet that case, that my brother is pretty liberal, and will contribute for D. & J. Noblit, and will contribute for Noblit, Brown & Noblit, and make his contributions without consulting any of us. To illustrate that, he made a contribution for Noblit, Brown & Noblit for \$3,000 for the Centennial buildings, and did not consult any of them about it. They found out that they were in for it afterward. He would give anything away in the shape of money, and I would not know anything about it, except as I looked over the books; and, as I have said, I very rarely opened the books. I think I could say that I have not opened our books for twelve months until I opened them when I was subpoenaed here. I remember at one time I had advanced money to the Cattells, and I thought I would look. I found that I had borrowed two sums of money instead of one. For twenty months I was sick, during the time those books were opened. From May, 1872, to October, 1873, I was not in business at all, but was at home.

Adjourned.

PHILADELPHIA, April 18, 1876.

A. S. STETSON sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am in the general commission business.

Q. What class of goods do you deal in?—A. We handle vessels altogether. My business relates mainly to vessels and freights.

Q. Do you buy and sell vessels on commission?—A. Yes, sir; and own vessels.

Q. Have you had contracts since 1871 with the Navy Department of any nature, or have you made contracts with other parties on commission?—A. We have made all our contracts with Mr. Russell, the paymaster, United States Navy, here at Philadelphia.

Q. What class of contracts have you negotiated through him?—A. Freightings coal for the Navy Department; for instance, to Boston, Norfolk, Washington, Key West, Pensacola, and San Francisco and other points on the Pacific coast.

Q. In your contracts have you dealt directly with the Department?—A. I have dealt with Mr. Russell.

Q. You have not dealt with any other officer?—A. No, sir.

Q. Have you paid commissions to any outside party?—A. Yes, sir.

Q. To whom?—A. I paid commissions to A. G. Cattell & Co.

Q. To what extent have you paid commissions to Mr. Cattell?—A. In two instances I paid commissions for his influence, but I contracted with Mr. Russell. In one instance I paid Cattell \$445.19.

Q. When was that?—A. That was in 1874.

Q. What was that payment for?—A. For his influence.

Q. In what contract?—A. In several vessels—contracts for cargoes for several vessels.

Q. Was that for his influence in securing you the contract?—A. Yes, sir.

Q. For his influence with Russell?—A. No, sir; his influence, I suppose, at Washington. I heard that such freights were in the market, and I told him that fact as I understood it, and told him if such was the case I would like to get the contract. I told him I would give him a portion of my commissions. They were shortly after advertised openly by Mr. Russell. Of course I was not then under obligation to Mr. Cattell; but as I said I would do so, I gave him a part of my commission. The other matter was connected with the ship Getherer, on which I paid Cattell a commission of \$720. She went to Honolulu.

Q. What were your total commissions?—A. A little rising \$1,400.

Q. You gave him nearly half your commissions?—A. Yes, sir; about half.

Q. These were advertised for by Russell, were they?—A. No, sir; the first one was advertised by Russell; that was what they called open purchase; and the other purchase was not advertised.

Q. But you made your arrangements with Russell?—A. Entirely with Russell.

Q. Did you make your bargain with Cattell before you made your contract with Russell?—A. No, sir; I never did make a bargain with Cattell. I asked Cattell for his influence at the Bureau of Equipment and Recruiting, Commodore Shufeldt.

Q. But you had your talk with Cattell before you made your contract?—A. Yes, sir; I told him I had heard from the captain of the Getherer that there was such a thing in the market. I asked him whether it was so, and if so, if he could use his influence for me. His answer was that he did not know it was so, but he was soon going to Washington and would find out and let me know.

Q. Did he go to Washington?—A. I suppose so.

Q. Did he find out and let you know?—A. He said he saw the parties in Washington, and most likely the freight would be ordered through Russell.

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Q. So far as you know, did he do anything more than that?—A. Not at all. I got my order from Mr. Russell.

Q. Have you stated all the money you ever paid Mr. Cattell?—A. That is every dollar I ever paid him for coal. I paid him for grain-freight. That is all the payments, however, I have made to him on account of the United States Government, either Navy or other contracts.

Q. Have you paid him commissions for freights obtained for you from private parties?—A. Yes, sir; the Derby was another. He chartered a vessel from me to ship grain to Spain. I paid him half commission for that. I collected my commissions from the vessel as I do in most cases, but gave him half. The vessel pays the commission in all cases.

Q. And although you chartered the vessel for him to ship his own grain in, you collected half the commissions and paid half back to him?—A. No, sir; I collected the whole 5 per cent. commission and paid him half of it back.

Q. Have you had any other transactions with Mr. Cattell?—A. No, sir; I have had an order for corn through him, but nothing concerning the Government.

Q. Have you paid him any other commission in any other way?—A. No, sir.

Q. Have you had any intercourse with the heads of Departments at Washington?—A. No, sir.

Q. Do you know Mr. Robeson?—A. I know him. I knew him as a lawyer in Camden.

Q. Have you had any business relations with him while he has been Secretary?—A. Not a word, except one time when he was in Merchantville, and I happened to be at a neighbor's, and asked him if he would give a nephew of mine a commission in the naval school at Annapolis. He said that he could not control that, but told me to make my application and he would favor it. I made the application and the boy was examined, but was not elected.

Q. Do you know Mr. Hanscom?—A. I merely know him by introduction.

Q. Have you had any business with him?—A. No, sir.

Q. Have you ever paid to any other person than Cattell any portion of any money on account of any contract secured by you? I mean to any person connected with the Navy Department.—A. No, sir; I have never paid a cent to a soul.

Q. Have you made presents or gifts?—A. I never made a present or a gift of a cent.

By Mr. BURLEIGH:

Q. I understand you to say that you are a ship-broker.—A. Yes, sir.

Q. Are you not a ship-owner?—A. Yes, sir.

Q. You are interested in vessels?—A. Yes, sir; largely.

Q. You have owned some partly and some wholly?—A. None wholly. I own, for instance, from one-sixteenth up to three-fourths.

Q. You have paid Mr. Cattell for his influence with the Department in procuring contracts for freight?—A. Yes, sir.

Q. Now, in regard to the ship Getherer, to Honolulu. Did you own part of her?—A. No, sir; none at all.

Q. Did you say that was by open purchase?—A. Yes, sir.

Q. Was there any advertisement?—A. No, sir.

Q. You had no competition in getting that freight?—A. No, sir.

Q. Who fixed the price of the freight in that case?—A. Paymaster Russell. He got the order from Washington, as I understood it. I got it from Paymaster Russell.

Q. Do you know whether or not that price was given or intimated to the Department by any one?—A. I do not know that.

Q. Did you not say to Mr. Cattell what that freight ought to be?—A. Most likely I did. The last vessel chartered to the Pacific, by another man, got \$16 a ton to Pichilique. I got \$14.

Q. Is Pichilique a good port to go to?—A. Yes, sir. I have sent a vessel since at \$3 less.

Q. Then you named the price of \$14 to Mr. Cattell?—A. I do not recollect that. I suppose I did.

Q. Were not your commissions dependent on the freights?—A. Yes, sir; I got 5 per cent. on the whole amount of freight.

Q. Then the larger the freight the more your commission?—A. Yes, sir.

Q. If Mr. Cattell could get you a freight at a large price, your commissions would be large whether you owned the vessel or not?—A. Yes, sir.

Q. And if you owned the vessel, you would have a double interest in getting a large price?—A. Certainly I would.

Q. And you could afford to pay Mr. Cattell more money?—A. Yes, sir; certainly; Mr. Cattell or anybody else.

Q. You have spoken of paying Mr. Cattell on a grain-freight that he shipped himself. Is that in accordance with the usage here?—A. Yes, sir.

Q. That is the usage where the shipper furnishes the cargo?—A. Yes, sir.

Q. But is it the usage in Philadelphia, in the naval freight business, to allow half commissions?—A. Yes, sir.

Q. To the persons furnishing the cargo?—A. Yes, sir.

Q. Who is the furnisher of the cargo?—A. For instance, if I have a contract from the

Government, and another man has a vessel, I say "I will give you a charter if you will give me half commissions."

Q. I understand that; but that is where the man has the power in his hands. Russell had the power in his hands in this case?—A. That contract on the Pacific was advertised for ten days. One vessel was \$27,000 freight, and I suppose I got \$80,000 or \$90,000. It was all advertised and all the competition in Philadelphia was there. After I had got that freight, for instance, one of my vessels did not arrive from sea, and I took up a Boston ship. He had to give me half commission.

Q. Then you considered in the case of the Getherer that Mr. Cattell was the shipper of that cargo, and he was by usage entitled to half commission?—A. No, sir; not at all.

Q. Then the Government freighting is not the same as private freighting?—A. No, sir; it was only his influence that I paid him for; I took the cargo through Mr. Russell direct from the Department in Washington. If any man gives me a freight, I collect the commissions from the vessel.

Q. Did you collect your freight from Mr. Russell?—A. Yes, sir; but I did not allow him a commission.

Q. But notwithstanding you took the freight from Mr. Russell, you paid Cattell half the commissions?—A. Yes, sir.

By the CHAIRMAN :

Q. These vessels in which you were part owner you have from time to time chartered to the Government yourself?—A. Yes, sir.

Q. Is Mr. Cattell interested with you in any of those vessels?—A. No, sir; not except in those I have spoken to you about. I have always received my orders through Mr. Russell, and in nineteen cases out of twenty they have been advertised, and I have been a regular bidder the same as everybody else.

Q. You have done the greater part of the freighting here for the navy-yard, have you not?—A. Yes, sir.

Q. Have the proportion from this point within the last three years.—A. I could not tell you.

Q. Has it been three-fourths, four-fifths, or nine-tenths?—A. I should judge that we have had since 1871, say, nine-tenths of the coal which has been shipped all over the world, both to the Pacific and all along our coast, from Boston down to every navy-yard. Since 1862 I suppose I have had three-fourths of it. We have got the vessels, and nobody could get them but us.

Q. You speak of having competition. As a matter of fact, within the last three or four years has anybody competed with you?—A. Yes, sir.

Q. Who?—A. Every commission-merchant in Philadelphia.

Q. Have they put in bids?—A. Yes, sir.

Q. Have you been present at the opening of those bids?—A. Every man is around there. Say the time is set at 12 o'clock to-day, we all come up with our bids, and sometimes hold them in our hands until within five minutes, and then we pass them to the paymaster, and stand around, and he and his clerk open them. Most generally he opens them and the clerk reads them out aloud. Likewise, at the same time the bid is read for the coal. The bidders for the coal and the freight are together.

Q. Name two or three of these ship-brokers.—A. Workman & Co. and Merchant & Co. I suppose we own more vessels than all the rest of them put together, however.

Q. Who has been supplying the Government principally with coal here?—A. The Reading Road has, I think, supplied the highest part. John Street & Co. have supplied some, and Hammett & Neal, the firm-name being now Neal and somebody else, have supplied coal. Mr. Hammett is dead.

Q. You are frequently in the office of Mr. Russell?—A. Yes, sir.

Q. You have access to his books and papers, have you not?—A. Not to his books.

Q. Have you to his papers?—A. No, sir.

Q. Do you not do a good deal of writing on his desk and at his table?—A. No, sir; I do not think I ever did anything except sign a bill of lading or charter-party there in my life. I never signed a contract there.

Q. Do I understand you to say that you have never given anything to Mr. Russell?—A. Yes, sir; I never gave him a cent in any shape in my life.

Q. Did you ever loan him money?—A. No, sir; he never asked me for anything—he never insinuated that.

Q. You never gave him any accommodation of any kind, did you?—A. No, sir.

Q. And never allowed him any percentage?—A. Never; I never did that to any Government officer in my life, and never was asked to.

Q. Your relations with E. G. Cattell are very intimate, are they not?—A. Yes, sir; we are neighbors.

Q. You loan him a great deal of money, do you not?—A. I do. I do not know that I ought to say a great deal. I think the thing is about equal. He loans me as much as I loan him. We are business friends.

Q. Do you loan him your note?—A. Sometimes. He returns it to me any time I want his note. He always reciprocates.

Q. To what extent have you done business per annum for the Government for the last three years?—A. I suppose it will amount to from \$100,000 to \$200,000 a year.

Q. Out of that you have paid to Mr. Cattell in only those two instances which you have mentioned?—A. Yes, sir; I have paid to other parties in the same way I have to him.

Q. Did you ever loan any money or extend any accommodation whatever to Captain Shufeldt?—A. No, sir.

Q. Or to Admiral Reynolds?—A. No, sir; I only know Captain Reynolds by sight as an officer of the Navy, and I know Captain Shufeldt in the same way. I would not know him if he was to come along the street to-day away from his place in Washington.

Q. Did you ever loan any money to the Secretary?—A. No, sir.

Q. Did you never render him any accommodation whatever?—A. Never a cent.

Q. Part of the Government business that you have done has been transporting iron from the navy-yard, has it not?—A. No, sir.

Q. Do you not remember chartering vessels to remove iron from the Kittery navy-yard to Mr. John Roach's yard within the last four or five years?—A. No, sir; I do not remember chartering a single one.

Q. Did you charter vessels to go from here up there with coal?—A. Yes, sir.

Q. Did you not in that case have a charter-party to bring back the iron?—A. O, yes; that is so; old pig. I brought it back from Boston and Portsmouth. It went to Chester. There was a man there who had charge. I do not know who it was. It was not Russell; Russell introduced him to me.

Q. Was it William M. Hanscom?—A. Yes, sir; I think it was. We were taking some coal for the United States Government for Mr. Russell to Boston and Portsmouth, and after we had carried a part of it a gentleman was introduced to me by the name of Hanscom, I think, although I would not be certain as to that, and we made an agreement to bring a part of this iron. I think it was two loads from the Portsmouth yard and three or four from the Boston yard.

Q. According to usage, did you give him a part of the commission?—A. Never a cent.

By Mr. JONES:

Q. Have you shipped any coal from here to the New York navy-yard?—A. I do not recollect. That is not our business. We have larger and deeper vessels. All the coal that goes to New York goes through the canal. It may be the case that we have, but I do not remember a single vessel sent to New York.

Q. Did you bring any plate-iron from New London for Roach or anybody else?—A. No, sir; nor from New York, that I know of.

Q. Are you sure that you did not carry but two loads of iron from the Portsmouth navy-yard?—A. I am not sure of that, but I think that was all. I think there were but two cargoes shipped from there; but if I recollect right there were five or six shipped from Boston, and we got, I think, only two or three of them.

Q. Do you recollect how large these cargoes were from Portsmouth?—A. I think *they* were something like 300 tons apiece. I think there were from 600 to 700 tons, taking *both* cargoes.

PHILADELPHIA, April 17, 1876.

WILLIAM A. WITHERUP sworn and examined.

By the CHAIRMAN:

Question. Are you the book-keeper of Mr. Dell Noblit?—Answer. I am.

Q. Where is Mr. Noblit at the present time?—A. He is sick.

Q. As such book-keeper, can you state the extent of Mr. Noblit's business with the Navy Department for the last two, three, or four years?—A. I should calculate it was some \$250,000 to \$300,000.

Q. Do you mean per annum or altogether?—A. I mean altogether.

Q. How far would that go back?—A. I think I have had charge of the books three or four years.

Q. During that period of time do you know whether he has had any business relations with E. G. Cattell or A. G. Cattell, or A. G. Cattell & Co.?—A. Yes; I think he has. I cannot state as to individual relations, but he has had business transactions with the firm.

Q. Do you know whether during that period of time he has paid any commissions to the Messrs. Cattell & Co., or to any member of the firm?—A. Not to my knowledge.

Q. Is there any such account open upon his book as commissions?—A. No, sir.

Q. What is the nature of his business with Messrs. A. G. Cattell & Co.?—A. He has loaned them money and he has borrowed money from them. Whether he has purchased anything from them or not I do not know. I could, however, tell from the books.

Q. Has Mr. Noblit had any business relations with G. M. Robeson, Secretary of the Navy?—A. Not to my knowledge.

Q. Is any account with Mr. Robeson open on the books?—A. No, sir.

Q. Are there no entries of any character or payments made through or to him?—A. No, sir. Not during my time.

Q. Does any account appear upon his books with Mr. J. O. Bradford?—A. No, sir. I do not know of any.

Q. Or with Mr. Watmoughly?—A. No, sir. Not that I am aware of.

Q. Or with Mr. Russell?—A. There has been an account with Mr. Russell of money loaned to him. I do not know of anything else.

By Mr. BURLEIGH:

Q. Does all the cash of the house go through your hands?—A. The entries of the cash do.

Q. All of them?—A. Yes; so far as I know.

Q. Are there no memoranda or entries on your books showing money transferred to those having influence or power with any one in the Navy Department?—A. Not to my knowledge.

Q. If there were any entries of that kind would you not know it?—A. I would if they were entries which would have to go into the account; otherwise I would not know it.

Q. If they were entries and did not have to go on your accounts it would be something remarkable, would it not?—A. Yes; I think so. But what I mean to say is this, that if Mr. Noblit should draw money and have it charged to him, I would of course have no way of knowing what that money was used for.

Q. Still you do know pretty well, generally, when he draws a check what it is for?—A. Well, no; I cannot say that I do; that is, his individual check for his individual use.

Q. Does he own the whole concern?—A. I think he does at the present time. His brother, John Noblit, was formerly connected with it.

Q. Did you never draw a check for him to sign to give to some one, which check was not charged on your book?—A. No, sir.

Q. Does he fill out and sign and draw checks himself?—A. Yes.

Q. Is there not in any place on the stubs of those checks the statement of what they were drawn for?—A. Yes. When the checks were not drawn by me it would be necessary to put that synopsis on the stubs, so that I would know for what purpose the check was given.

Q. Have you those stubs?—A. Mr. Noblit, I presume, has them.

Q. Are they not in your possession?—A. No, sir; not the stubs of old check-books which have run out.

Q. Are they not in the building, and accessible to you?—A. I presume they are.

PHILADELPHIA, April 17, 1876.

W. A. WITHERUP recalled and examined.

By the CHAIRMAN:

Question. Have you obtained the stubs of the checks which you were requested to furnish to this committee?—Answer. I have not been able to get them, owing to Mr. Noblit's absence. They are locked up. The cash-book, however, will show everything that the check-book would show.

Q. Upon reference to the books of Dell Noblit, I notice, under the head of "loan account," a loan made to Mr. A. W. Russell, dated January 17, 1874, for \$600; that appears to be correct, does it?—A. Yes, sir.

Q. I notice that that loan is credited by cash returned \$600, of date March 6, 1876; do your books show that any interest was paid or received upon that loan?—A. Yes, sir; there is an entry, "interest on note, \$75."

Q. That entry is of very recent date, is it not?—A. Yes, sir; March 6.

Q. Under your loan account I observe under date March 13, 1874, "A. G. Cattell & Co., \$2,000;" is that correct?—A. That is correct.

Q. Now, turning to the credit side of that loan account, I call your attention to the fact, as is apparent from your ledger, that in both the entries on the credit side of the account of Russell and the account of A. G. Cattell & Co. there have been erasures made in the book.—A. [Examining.] Apparently there have been.

Q. Can you explain why that was done?—A. I cannot.

Q. Do you know by whom the erasures were made?—A. I do not. I do know that they were not made by me.

Q. Who has access to the books except yourself?—A. The books are kept in Mr. Noblit's desk, in his office in the bank. They are not particularly under lock and key. Mr. Noblit has access to them at all times, and also Mr. Jno. Noblit.

Q. Is the credit made to Mr. Russell in your handwriting?—A. Yes, sir.

Q. The entry is made by you?—A. Yes, sir; and made by me in the cash-book.

Q. Do you remember to have received the payment from Mr. Russell?—A. I remember to have seen it paid to Mr. Noblit by a check. I cannot say on what bank nor can I tell the amount of the check.

Q. What possible motive or reason could there have been for that erasure?—A. I do not know.

Q. Is Mr. A. W. Russell the purchasing-paymaster at this place?—A. Yes, sir.

Q. Are the books which you have produced the only books which you have in your custody?—A. No, sir; there is what we call the day-book.

Q. Your day-book being the one from which these accounts are made up?—A. No, sir; the day-book has the entries of bills purchased and bills sold. There are no cash entries in it.

Q. It is the merchandise entries?—A. Yes, sir.

Q. I notice upon your cash-book, under date of February 19, 1875, expense account, "A. W. R., \$22.80." What does that mean?—A. That is probably taken from the stub of the check. That is my entry, and I presume I made it from the stub of a check.

Q. That is upon the credit side of cash?—A. Yes, sir.

Q. And on the debit side it says "United States Navy Department," does it not?—A. Yes, sir; those are payments of bills in the Navy Department.

Q. Then those credits would be charged upon that account, would they not?—A. This credit is a charge against the cash. That was so much cash paid out.

Q. Except from the Navy Department and D. and J. Noblet on the debit side, are there shown to be any other sources from which cash is received?—A. No, sir.

Q. Hence the expense account paid to A. W. R. is a charge upon that sum of cash so received?—A. Yes, sir.

Q. Who is A. W. R.?—A. I do not know what that entry is any more than that, as I say; it must have been taken from a stub of a check.

Q. Upon turning to your ledger, that item is shown to be cash paid out, is it not?—A. Yes, sir.

Q. Then it is apparent that that sum of cash was paid to A. W. R., whoever he is?—A. Yes, sir.

Q. Are not those the initials of the purchasing-paymaster at this place?—A. Yes, sir.

By Mr. BURLEIGH:

Q. In looking at this account it has apparently been squared once, has it not?—A. No, sir; this is the loan account. There is no balance of the account; each entry balances the opposite entry.

Q. What is the object of making that erasure on the credit side of the loan account?—A. I do not know. I did not erase anything myself.

Q. Is that not where A. G. Cattell is charged cash \$2,000? Was not that entry made after the red mark was put on the line underneath?—A. No, sir.

Q. Can you find any other part of the book where there is an entry close down to the red line?—A. That red line was not drawn there for the purpose of balancing.

Q. Do you find any other part of the book where an entry is made close on the red line like that is made?—A. The only difference is that this line comes all the way across instead of having a short line above it. We draw the short line in order to balance, and then draw the long line underneath.

Q. In all your accounts that are balanced you draw a long red line?—A. Yes, sir.

Q. And a blank space of one line between that and the other charges. Is not that so?—A. Yes, sir.

Q. Is not this the only place where the charge is made to A. G. Cattell, No. 2, where the blank place usually left is filled with a charge?—A. I will explain to you that that was not intended to be drawn across there for the purpose of balancing, and that is the reason that there was no blank space left, because each entry in that account, called "loan account," balanced itself. That entry was not made there after the red line was drawn.

Q. Can you swear to that?—A. Yes, sir.

Q. You say that that payment to A. G. Cattell & Co. was not put in there after the red line was drawn and the account considered closed?—A. Yes, sir.

Q. Then why is the erasure on the credit side on that same line?—A. That I cannot tell because I did not make it.

Q. That erasure goes right across to the credit side of the page, does it not?—A. Yes, sir.

Q. Where is that loan charged to A. G. Cattell & Co.?—A. It stands there on the books as a charge against them. It is also charged on the cash-book, at page 173, "A. G. Cattell & Co., loan, \$2,000, March 13, 1874."

Q. Was that posted at that time?—A. Yes, sir.

Q. Have you any other loan like that out to any other individual?—A. I cannot tell you that. There is a loan to Waldron Hook, November 28, 1874, which has not been paid; that is the only one besides A. G. Cattell & Co.'s loan.

Q. Are those the only two loan accounts which you have out which are not paid?—A. Yes, sir.

PHILADELPHIA, *April 21, 1876.*

WILLIAM A. WITHERUP recalled and examined.

By the CHAIRMAN :

Question. I call your attention to the cash-book of Mr. Dell Noblitt. On page 147, I find cash credited with the sum of \$150 opposite the name of A. W. Russell; is that correct?—Answer. I presume so; it is not my entry or writing.

Q. Do you know anything about the transaction?—A. I do not.

Q. Do you know whether it was paid to him, or in what manner it was disposed of by him?—A. No, sir; I do not.

Q. On page 179 in your cash-book, under date of October 27, 1874, I find this item: "Expense-account, check to A. G. C., \$500." Do you know anything about that?—A. That is my writing.

Q. Can you explain the meaning of that transaction?—A. No, sir.

Q. Will it not appear from that entry that the expense-account of the establishment was charged with a check given to A. G. C.?—A. Yes, sir.

Q. What party or person do those initials A. G. C. represent?—A. It might represent A. G. Cattell. I do not know that it does.

Q. Do you know of any other person with those initials having business relations with your firm?—A. I do not know that I do.

Q. On page 181, I find under date of December 21, 1874, "Expense-account, \$233.85, A. W. R."—A. That is correct.

Q. That would represent that expense-account was chargeable with that sum of money paid to a party bearing the initials A. W. R.?—A. Yes, sir.

Q. Those are the initials of the purchasing-paymaster at this place?—A. Yes, sir.

Q. On page 137 of the same book, the following entry on the credit side of cash: "Expense A. G. Cattell & Co., for presents, \$250." Do you know anything about that transaction?—A. No, sir.

Q. I observe upon page 304 of your ledger, under date of December 30, 1874, an entry under the journal head of "profit and loss," of the following nature: "To contingent account, \$600." "To contingent account, \$2,000." Can you state what this is?—A. Those entries were made by direction of Mr. Noblett.

Q. When?—A. I cannot tell when.

Q. [Holding book to the light.] I desire to call your attention as to whether the original entries on this book have not been erased?—A. [Examining.] Yes, sir.

Q. Do you know what was beneath that?—A. Yes, sir.

Q. What was it?—A. At this time, September 30, the sum of these accounts was carried into "profit and loss." There were two entries in the "loan-account"—"A. W. Russell, \$600," "A. G. Cattell & Co., \$2,000." Afterward Mr. Noblett told me that he wanted these two entries changed. The erasures on page 731, under "loan-account," made in the entries referring to A. G. Cattell & Co. and A. W. Russell, were not made by me.

Q. Were the erasures named in the contingent account made by you?—A. Yes, sir; I think they were. I won't say positively about that.

Q. You state that that was all done by direction of Mr. Noblett?—A. Yes, sir.

Q. When did he give you that direction?—A. I cannot tell you when.

Q. Was it a year ago, or two, or three, or four years ago?—A. Not so long ago.

Q. A month ago?—A. It might have been.

Q. Have they not been made within the period of the last month?—A. No, sir.

Q. Have they been made within the period of the last two?—A. I cannot say as to that. It must have been prior to March 6, 1876, but how long prior to that time I cannot say.

Q. It is a day or two?—A. No, sir, longer than that.

Q. A few days prior to that date?—A. No, sir, longer than that. I cannot say how long.

Q. Do you remember about that time hearing that this committee had called for the books of Mr. William Matthews, of New York?—A. No, sir; I never heard that.

Q. Did you never read it in the newspapers?—A. No, sir; I never read it in the newspapers.

By Mr. HARRIS :

Q. What is the effect of that change?—A. It is to leave these charges against Mr. Russell and against A. G. Cattell & Co.

Q. While before that time they had been placed to "contingent account"?—A. Before that they were placed to "profit and loss."

Q. As loss?—A. Yes, sir.

PHILADELPHIA, April 17, 1876.

JOHN S. LEE sworn and examined.

By the CHAIRMAN:

Question. Where do you reside?—Answer. Camden, N. J.

Q. Are you acquainted with Mr. Robeson, Secretary of the Navy?—A. Yes.

Q. Are you acquainted with the Messrs. A. G. and E. G. Cattell?—A. I am.

Q. State if you know anything about the relations which exist between the Secretary of the Navy and the Messrs. Cattell, or either of them?—A. I do not know anything positively. A little over two years ago, or previous to that time, I was in the ship-chandlery business, but I have been out of it for about two years. Some four years ago we were doing some business with the Department in connection with the Philadelphia navy-yard, and I noticed several things which I thought were irregular, and of which I made a memorandum at the time. A fire occurred, however, at the store and destroyed my memoranda, and I have no facts in my mind now that I can remember. I noticed that Mr. Cattell and his friend, Mr. Noblett, had considerable business at the purchasing-paymaster's office.

Q. Did you ever call the attention of the Secretary of the Navy to that fact?—A. I think I did. I think I wrote him a letter concerning it.

Q. Did you complain or state in that letter that the customary methods which had theretofore prevailed in the navy-yard, had been deviated from for the advantage of those parties?—A. I do not know that I stated it exactly in that way.

Q. In what way did you state it?—A. Before Mr. Robeson was appointed Secretary I was intimate with him, and being in the ship-chandlery business, and having done always more or less in the line of furnishing goods to the Navy, but not to a very large extent, I called his attention to the fact that he might enable me to do considerable more. He had promised that I should, and he gave me a letter to the purchasing-paymaster, who was at that time Mr. Petit. I complained that Mr. Petit did not give me much of a show. He afterward appointed Mr. Russell and told me things would be different. I presented my letter from the Secretary to Mr. Russell, but things did not change; and seeing that I hadn't much of a show, I wrote, in very plain words, to the Secretary that I did not ask any favors, but merely asked a right to have a chance in fair competition with others. I told him I would throw aside former friendship, and claimed that it was my right to have an equal chance with the Cattells or anybody else. That is about the sum and substance of the letter. I think he made me no reply. I never did a dollar's worth of business for the Navy after that.

Q. Did you have a fair show in fair competition?—A. No, sir; I say that I did not.

Q. State if it is your observation that Messrs. Noblett and Cattell have done the larger part of the business?—A. It has appeared so to me, although I cannot say positively, as I could not tell who was furnishing goods. Mr. Noblett appeared to have a good deal to do and say in the office. He would go in, go to the paymaster's desk, overhaul his papers, and have access to my proposal or any others, or any other papers which were lying on his table. I have seen that done. As to what Cattell or the others have done in the way of furnishing supplies, I can only say that I have suspicions; I do not know facts. That is, I have no positive evidence of it, although I made that charge to the Secretary in writing. I recollect Paymaster Russell telling me that when he came to Philadelphia he did not know anybody; that he was a stranger; that the only man he knew was Elijah Cattell, who got him appointed here or placed here. In another interview he informed me that Mr. Noblett was on his bond. I never saw anything of Alexander Cattell in connection with the business. Every time I was brought in contact with any of them it was Elijah, although Elijah and Alexander are in partnership, and were at that time under the firm name of A. G. Cattell & Co. They were near neighbors of mine in business and were supposed to be doing a grain business, but there has not been much grain huddled there for the last six or seven years, I think.

Q. That was their nominal business, however?—A. Yes.

Q. Do you know, or have you information, of any fees or commissions being paid by anybody, directly or indirectly, to any one connected with the naval service?—A. No, sir.

Q. Do you know within the last three or four years that advertisements have been made for the supplies and stores required at the navy-yard at Philadelphia?—A. Not in the way that they formerly were. Occasionally there are advertisements issued for some coal, but I do not recollect advertisements for general supplies during that length of time, except once a year in an order emanating from Washington. Prior to that period, however, it was customary when the paymaster wanted to buy anything, if it amounted to \$200, or more, to advertise for proposals. That has not been done for some years past. My business has been such as to lead me to scan the newspapers quite closely, and the only advertisements which I have seen during the period, as I have mentioned, have been occasionally advertisements for cargoes of coal, or for vessels to carry it.

Q. Do you know who has been furnishing the coal at this point to the Government for the last three or four years?—A. No, sir.

Q. During this period of time, and particularly since Mr. Russell has been there, how often have invitations for proposals been submitted to you?—A. I do not know that any have

been submitted to me. I made it my business to go to his office every day, and to ask him if they wanted anything. He would then, perhaps, ask me to make a bid for some supplies. When Mr. Petit was there he sent me invitations a number of times.

Q. You do not, however, remember a single instance in which Mr. Russell invited you to make proposals?—A. No; except verbally. If I called in at the office and asked if they wanted anything, he may have said to me that they wanted something, and that I might bid on so and so.

Q. This committee is charged by the House of Representatives with the duty of investigating into any errors, abuses, or frauds, which may exist in the naval service. Do you know of anything yourself which would be material to this investigation?—A. I do not recollect anything. As I have said before, while I was in business, I made it a point when I noticed any irregularities, or anything wrong in the paymaster's office, to make a memorandum of it and put it in my desk, but owing to the fire which occurred in my store and burned up my memoranda, I am unable to give you any information. My mind is not clear as to any acts of irregularity.

Q. But you are satisfied that you called the attention of the Secretary of the Navy to the way in which things were being done by the paymaster at that time?—A. Yes; I recollect the substance of that letter, charging the Cattells with having the inside track and saying that there was no use in my attempting to do anything.

Q. Since that time has there been any change in the mode and method and extent of the business with the Cattells and the Nohletts?—A. I have no knowledge of the business, having been out of it for over two years. After sending my letter to the Secretary of the Navy, I did not go near Mr. Russell's office. I staid away, and if he had come to me and asked me to sell him something I would not have done it.

By Mr. HARRIS:

Q. What class of goods do you deal in?—A. Ship-chandlery goods, ropes, and everything used on hoard ships, anchors, chains, &c.

Q. Did you ever furnish any goods not within your special line?—A. No, sir; the ship-chandlery business comprises everything that is used on hoard of ships.

Q. It would not include provisions and clothing, would it?—A. Yes, it includes provisions, but not clothing; although on one occasion, I believe, we furnished some woollen sacks.

Q. Have you ever had a conversation with the Secretary since you wrote him that letter?—A. I have never spoken to him. I have treated him with contempt.

Q. Were your relations pleasant and agreeable with him before that time?—A. Yes.

Q. Was there any other cause for your feeling toward him except that you did not succeed in getting contracts?—A. Except that he had not kept his word with me. He promised me that I should have not only an equal chance, but a better chance than before; that when there was anything wanted I should know it, and have the opportunity to bid for it. We always considered it a favor to know when things were wanted.

Q. You dealt directly with the paymaster?—A. Yes.

Q. Of course you do not know what instructions the Secretary gave the paymaster?—A. I do not. This letter from the Secretary was written in rather a peremptory tone, and I thought it very strange that the paymaster should pay no attention to it. After considering the matter, I supposed that the Secretary must have had some private understanding with the paymaster not to notice that letter.

Q. Did he have a peremptory order to buy from you?—A. Yes.

Q. Did you see that letter?—A. It was a letter to me, which I showed to the paymaster. It was introducing me to the paymaster.

Q. You do not know, then, but what that letter is all that the Secretary communicated to the paymaster?—A. No, sir; I do not know that.

PHILADELPHIA, April 17, 1876.

DANIEL BODINE sworn and examined.

By the CHAIRMAN:

Question. Where do you reside?—Answer. In Camden, N. J.

Q. Do you know the Secretary of the Navy?—A. I do.

Q. State if, since he has been Secretary of the Navy, you have purchased and sent to him a pair of horses?—A. When he first took charge down at Washington I sent him a pair of horses.

Q. State to the committee who paid you for those horses?—A. He paid me for them himself.

Q. Did the Messrs. Cattell, or either one of them, pay you for the horses?—A. They had nothing at all to do with that.

Q. Did not you receive their check?—A. No, sir.

Q. Were you paid directly by the Secretary?—A. I was paid by him. I received the money in two payments. First he paid me \$400, and I think the next time he gave me the balance, his own check.

By Mr. HARRIS :

Q. How much was that balance?—A. I sold him the pair for \$800.

By the CHAIRMAN :

Q. Were those the only horses that you sold to him?—A. No, sir ; I sold him horses before he went into the Navy Department.

Q. I mean since he has been the Secretary of the Navy?—A. I sold him one about a year ago.

Q. Did the Messrs. Cattell have anything to do with the payment for that horse?—A. No; he sent me his check. I wrote down to him that I knew where there was a saddle-horse which I could buy for a certain price. He had spoken to me about it some time before. He sent me his check for it. There was a check paid to me by the Cattells for another horse. I went to the Cattells to borrow the money from them, telling them Mr. Robeson owed me for his horse, and they (the Cattells) told me that they would let me have that money.

By Mr. BURLEIGH :

Q. When was that?—A. About three or four years ago. The Cattells were friends of mine, and I have borrowed money from them several times. If I am not mistaken, the amount they gave me was \$350. The first pair he paid me half on ; and after waiting some time I wrote down to him that I should like to have the balance.

By the CHAIRMAN :

Q. How came you to call on the Messrs. Cattell?—A. I have borrowed money of them a number of times, and I went to them and told them I wanted to borrow some money at that time. I said, " I have sent a horse down to Mr. Robeson, and have not received the money yet." Then they told me they would give me the money.

Q. Of course you returned that loan?—A. No, sir.

Q. Who paid it?—A. They paid the money to me.

Q. It was not borrowed then?—A. It was advanced to me.

Q. Is that the only transaction which you ever had with them in which Mr. Robeson was concerned?—A. No; I had another transaction.

Q. What was that?—A. It was a sale of a horse about a year ago. I think I went to them and got the money for that. I sold the horse to Mr. Robeson. I wrote down to him that I could buy a saddle-horse, and he told me that if the horse was all right, and would drive in harness, he would take him.

Q. How much was the extent of that sale?—A. I think it was \$275.

Q. Did the Cattells pay you that money?—A. Yes.

Q. Did that occur last fall?—A. It was about a year ago.

Q. Have you had any other transaction of a similar nature?—A. No; they never bargained with me for any horses.

By Mr. HARRIS :

Q. Do you know or have you been informed whether Mr. Robeson paid all that money back?—A. I do not know anything about that.

PHILADELPHIA, *April 14, 1876.*

JOHN M. SCOVEL sworn and examined.

By the CHAIRMAN :

Question. Are you a resident of the city of Camden, N. J.?—Answer. I am, and have been for twenty years.

Q. Do you know Mr. George M. Robeson, the present Secretary of the Navy?—A. I have that pleasure.

Q. How long have you known him?—A. Twenty years ; I practiced law with him when he was prosecutor of pleas.

Q. Your relations were intimate up to the period of time when he became Secretary of the Navy, were they not?—A. Very friendly.

Q. Did you have an opportunity of knowing what estate he possessed at the time he was made Secretary of the Navy?—A. I think it was as near nothing as possible. I know that he was a very poor man, and so reputed in Camden. He was dependent entirely upon his profession. My cousin, Mr. A. C. Scovel, was Mr. Robeson's partner until he became Secretary of the Navy. He prosecuted and I defended in all important cases there, so that I knew him very intimately.

Q. Do you know by what agency Mr. Robeson became Secretary of the Navy? Have you any knowledge or information on that subject?—A. It was reported among us that he was made Secretary of the Navy by Mr. Borie, and more particularly by A. G. Cattell. They have run him ever since, in our opinion.

Q. Upon what is that opinion based?—A. In the first place, it would be a long story; but I resisted the combination in the legislature that nominated Mr. Cattell, and elected him United States Senator. That is why I came to know these men very intimately. Mr. Cattell offered me at one time \$30,000 to vote for him. I refused it, and kept the legislature from going into joint meeting for six months, from April until September, and then voted for him under protest to save the fourteenth amendment, which depended on my casting vote in the senate. I was president of the senate of the State of New Jersey at that time. That was in 1865.

Q. As I understand you, Mr. Cattell offered you \$30,000 for your vote?—A. Yes, sir; he came into my office, and hit his fist on the table, saying, "By God! I am going to be United States Senator, and I have \$30,000 here to give you to make me so; you have got the casting vote." I says, "You cannot give it to me." I refused it. That made war to the knife, and we have not been on speaking terms for ten years since then.

Q. The relations of Mr. Cattell and Mr. Robeson since that time have been exceedingly intimate, have they not?—A. They are as intimate as any two human beings can be.

Q. Have you seen them frequently together?—A. O, yes; they run the Navy Department together.

Q. What knowledge or information have you on that latter branch; that they run the Navy Department together?—A. It is chiefly from rumor and from having some business in the Department, and seeing Mr. Cattell there and knowing of persons who recommended people who wanted favors there to Mr. Cattell, and through him to Mr. Robeson. My cousin, Charles P. Stratton, who was friendly with all the parties, was one of the ring there, and one of Robeson's right hand men.

Q. Do you know anything about the expenditure of money in any political campaign, which money was received from Mr. Noble, or parties connected with the naval service in any way, as contractors or otherwise?—A. Generally, but not particularly, only to this extent: that Mr. Robeson always came up there to elections; even to the election for mayor. He has always been my enemy, but I would go there to conduct the campaign, and as late as the last campaign his hand was in the election of General Sewell. He would come personally at all the elections. The idea was given out that he was going to visit his mother. He always operated in our campaigns. He never gave me any money except when I assisted him. We did become friends again, and I endeavored to assist him in his election for United States Senator.

Q. Do you know of any fund being raised for that purpose?—A. Only by common reputation; that \$30,000 or \$40,000 was spent, and the money was very free. I do not know where it came from, or went to. I know that he furnished the expense of running an extra train, and matters of that kind, in some instances. I know of no illegitimate expense. For example, I made a speech at Camden one night, and went to Bridgeton on a special train, and he furnished the money, or part of the money, to pay for the train. I suppose that would be legitimate expenses of the campaign.

Q. You do not know from what quarter he derived the money?—A. No, sir; I do not.

Q. Do you know anything as to the designation of laborers in the navy-yard at Philadelphia, by whom, and by what influence it was done?—A. Yes, sir; I have been down and got Mr. Robeson to put in three or four of my friends; not until after I had supported him, however.

Q. Were these appointments made upon political considerations, or otherwise?—A. I told him they were friends of his and friends of mine, and I gave him their names, and he put them in. It took a great deal of money and a great deal of time to get a few men in. I never had but very few men appointed in the navy-yard. Mr. Stratton could give you a great deal of light, if he would, because he has run that branch of the machine entirely.

Q. I understand from you he is a personal and political friend of the Secretary's?—A. More intimate than my cousin, Alvin Scovel, who was his law partner. He had the conduct of his campaign for the United States Senate. My relations with Mr. Robeson now are not unfriendly. My relations with Cattell are not friendly at all, although I did make him Senator.

Q. Do you know of any enterprise, speculation, or investment, in which Mr. Robeson and Mr. A. G. or E. G. Cattell are jointly interested?—A. Of my own knowledge I could not say as to that, because I do not know. They never took me into their counsels in any particular.

Q. Have you any information on that point, the sources of which are available to the committee?—A. They are reputed to have been together in this speculation in regard to land, with which A. G. Caseby was connected, and I think Cortland Parker, and possibly Frelinghuysen, and a good many Newark men. I think they called it Monmouth Beach. They bought a large tract of land. He had been in a great many things there, if you could only get at them. That was a speculation, now about three years old, to establish a place

near Long Branch called Monmouth Beach. They are reported to have been interested in that together.

Q. Do you know anything about the prosecution of claims before the Navy Department, or parties interested in that business?—A. When anybody had any claim before the Navy Department we always sent them to Stratton or A. C. Scovel. Those men had the Secretary's ear, and were with him continually. I supported Scovel in his interest for the legislature, of which he is now a member. These were the men who always put through claims in the Navy Department. I did not have much influence. Mr. Cattell was very jealous of me. I could not do anything there personally.

Q. Do you know of any large claims being put through by either Stratton or A. C. Scovel?—A. Mr. Stratton put a claim through for me about three years ago. It came to me from John O'Berne, of Philadelphia.

Q. Why did you not prosecute it yourself?—A. I had no influence with the Administration. I would be like Mr. Lincoln, who said that he had no influence with his Administration.

Q. You went to Mr. Stratton for his influence?—A. Yes, sir.

Q. Was that a large or a small claim?—A. Three thousand dollars.

Q. What was the nature of it?—A. O'Berne furnished me the papers, but really I cannot remember about it.

Q. How much of that claim was allowed; the \$3,000?—A. Yes, sir; I gave Mr. Stratton seven hundred dollars for getting it.

Q. What is his (Stratton's) present calling in life?—A. He is a lawyer, and a judge of the court of common pleas, a politician, and a commissioner in bankruptcy.

Q. Is he now holding the position of judge, or was he during the prosecution of this claim for O'Berne?—A. Yes, sir; my impression is that he was. His term expires a year from next May. He was in for five years. My impression is that it was since he has been a judge.

Q. You paid him \$700?—A. That is my recollection of the amount.

Q. Did he have anything to do in the preparation of the claim; any labor or any work?—A. I could not say.

Q. What work did he do in regard to it?—A. He got it through.

Q. Did he go to Washington?—A. I think he did; he went down once when General Grant was on the train.

Q. Do you know of any other claim?—A. That is all that I remember.

Q. Have you any knowledge or information in regard to any abuses or frauds in connection with the naval service?—A. I think it was wrong, and have so said and written repeatedly, that Mr. Stratton should, as we supposed, run the navy-yard there. It was an open thing. He put men in and out of the yard when he pleased. If men were sent to him they would be put in and out apparently at his will for political purposes. I speak now from reputation. The navy-yard was always used by those people, of whom Mr. Stratton was the head, for the purpose of controlling elections, and they do control elections and nominations by the navy-yard and the custom-house. I went to a man named Evans once, a custom-house officer, and wanted him to support me for the State senate. He said he would if I would get a letter from George M. Robeson. Those two branches of the service were run in the interest of what is called the ring, and have been so for years.

Q. Do you know anything about the purchase of a tract of land on the Jersey side, opposite to or near League Island, by the Government, or by anybody for the use of the Government?—A. Only by reputation. The reputation was, I think, that Mr. Cattell had a set of silver presented to him for his supposed services in that regard. Mr. Warburton, of the Telegraph, told me that he gave \$100 to it. My impression is that it was for that purpose. He was supposed to be the head and front of getting that done, which is supposed to be a great thing for the city of Philadelphia.

Q. You are having reference to the location of the yard at League Island. I speak, however, in regard to the purchase of a tract of land in the State of New Jersey, opposite to or nearly opposite League Island, for the purpose of getting dirt to haul down to fill in?—A. I have not any knowledge of that.

Q. You have stated that at the time Mr. Robeson became Secretary of the Navy, he was reputed not to be worth anything?—A. A lawyer there had a bill against him for \$20 to collect, for books, for some time, and that did not look as though he was very rich; he was regarded by us to be as poor as the rest of us, and obliged to live by his profession.

Q. Did he have any visible estate outside of the house in which his mother resides?—A. He has bought that for his mother, I think, since he has been Secretary of the Navy. It is reported that E. G. Cattell had something to do with that; it is a plain house. I think they gave \$4,000; it was purchased from Thomas Cochrane, of New York, who would know all about that; it was sold at sheriff's sale.

Q. Do you know at what time he purchased the house and lot in which his brother-in-law Mr. Price, resides?—A. It is my impression that that was during Mr. Lincoln's administration; they were reputed to have had some contract before for canvas; they lived there during Mr. Lincoln's administration and while I was senator.

Q. Then that house was owned by Mr. Robeson prior to his becoming Secretary of the

Navy?—A. Yes, sir; the impression I received was that the firm of Price had failed and that the title had been taken in Mr. Robeson for convenience' sake. That is my impression about it. I am clear, however, that it was during Mr. Lincoln's administration.

By Mr. BURLEIGH:

Q. Do you know whether Mr. Robeson, before he was appointed Secretary, was a high liver; I mean as to his living?—A. A very high liver; he used to come and cook terrapin in my house; I have seen him hold a couple of bottles of madeira at one time.

Q. Was that occasionally?—A. He drank a great deal.

Q. And was expensive in his habits?—A. Yes, sir; he was reputed to have made some money during the war, at Beverly; he furnished clothes, I think, with Nehemiah Perry, a democrat and a tailor, from Newark, and was reputed to have made money then; he lived very high.

By Mr. JONES:

Q. Did you ever receive money from Mr. Robeson for political purposes?—A. Only to charter this train down to Bridgeton to make a speech. I never have been intimate with him; that expense I regarded as legitimate expenditure in the campaign.

Q. Did he or any one else offer you any money to assist in electing him United States Senator?—A. His friend, Mr. Stratton, told me that everything would be lovely, and there should be no more warfare made upon me; in other words, he hung out the olive-branch in consideration that I was to come out and fight for him. I had had a good deal of warfare and I went in.

Q. Did you receive anything from Stratton?—A. No, sir; I never got any money.

Q. Do you know whether Mr. Stratton received any money for his influence, or anything else, in obtaining places in the navy-yard for men?—A. No; I am bound to say that their relations have long been so intimate, so close, that what he did for Mr. Robeson then, was what he had been doing for him for a great many years; he did put men in and out at his own will.

Q. Did these men have to pay Mr. Stratton anything to get those positions?—A. I think they paid him in votes.

Q. You do not know of any money transaction?—A. No, sir.

Q. Do you know anything in regard to Mr. E. G. Cattell's transactions with the Navy Department?—A. I simply know by general reputation that when any man wanted anything he went either to Aleck Cattell or E. G. Cattell, and that they were reputed to have, and certainly did have, the run of the Department at all times.

Q. Do you know of any one who has paid them any commissions for furnishing goods to the Government?—A. No, I do not, of my own knowledge. A man named John S. Lee might give you some information in regard to it. He was in the ship-chandlery business, and had a quarrel with Robeson because Cattell was allowed to run the whole Department, and he a Jerseyman, and his brother a postmaster, and an ardent friend of Robeson, could not get anything.

Q. Do you know of anybody who furnished Robeson any horses?—A. Dan Bodine did. I do not know whether he bought them, or whether they were a present. Mr. Robeson could not afford to keep one horse when he was in Camden.

Q. Has Mr. Robeson furnished any one's house, that you know of, in Camden?—A. Not to my knowledge.

PHILADELPHIA, April 21, 1876.

JOHN ROMMEL, Jr., sworn and examined.

By the CHAIRMAN:

Question. Of what bank are you the cashier?—Answer. Mechanics' National Bank of the city of Philadelphia.

Q. State if in your bank Mr. E. G. or A. G. Cattell have any account.—A. They have not. A. G. Cattell & Co. have an account with us.

Q. State whether you have now the means of telling this committee to whom checks given by that firm were made payable.—A. We have not: they, like other parties, receive their checks from us when the books are settled. We don't know to whom they are payable, and never looked at them.

Q. Would any entry or memorandum upon any of your books now enable you to state to whom they were made payable?—A. No, sir.

Q. Do you know whether at any time since they have been keeping an account with your bank, say since the year 1871, they have drawn drafts payable to the order of any parties?—A. None that I know of.

Q. Have you examined their account on your books to see whether checks drawn by your bank to their order upon New York City, or Washington, or Philadelphia have been given?—A. Yes, sir; I have examined the books and found none. In looking over the account of the

firm it appears to be a business-firm account, as I always supposed it was ; it simply shows their checks received, so far as I can tell, from grain-merchants, with some discounting done for them on grain-notes, &c. ; it appears to be the regular business of the concern so far as I can judge.

Q. And the amounts which have been deposited by them have all been paid out on the checks of the firm?—A. Yes, sir; always. They never had any individual account so far as I can discover ; that account was opened in 1858, I think ; at least the signatures on our books were put there in 1858, and the account has been going on ever since.

Q. Has your attention been called to whether that account of the firm has increased or diminished during the period of time that they have been depositing in your bank?—A. I think it has not. The account appears to go along with steady regularity, so far as I have discovered.

PHILADELPHIA, April 12, 1876.

EDWIN M. LEWIS sworn and examined.

Question. You are the receiver of the books, papers, &c., for the firm of Jay Cooke & Co.?—Answer. I was the receiver and am now the trustee.

Q. As such officer, have you charge of the books of said firm, in its branch at Washington City?—A. I have. I have here the transcript, which was requested of me from what is called the deposit-ledgers for the years 1870, 1871, 1872, and 1873, of George M. Robeson, no transactions appearing for the years 1870 and 1871. The first transaction on these books commenced the 4th of April, 1872. The last is dated September 16, 1873, showing a balance due Mr. George M. Robeson on that day of \$966.43, which was paid to me, as receiver, December 23, 1873. That is an exact copy of the account, omitting the lead-pencil additions, which I did not suppose were of any moment. There appears to have been no balance struck from the time the account was opened until it was struck by me. There was no account of the Navy nor of Mr. Robeson as Secretary in these ledgers ; I had that also looked over.

Q. I understand this, then, from you, that the books of this banking-house do not show any transaction of a prior date to that mentioned?—A. I did not look back further than 1870. As there was nothing in 1870 or 1871, I presume that there were no previous transactions. That should about cover the period during which Mr. Robeson was Secretary.

(The record produced by Mr. Lewis is as follows :)

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George M. Robeson.

1872.			1872.				
April	12	1 chk	940 00	April	4	By dep	940 00
July	9	2 "	8,784 90	July	8	9,000 00
Sept.	25	4 M., 1867	4,565 00	Sept.	25	.....	4,208 05
Oct.	30	.....	1,197 00		26	.....	450 00
Oct.	31	.....	1,000 00	Oct.	21	.....	4,500 00
Nov.	1	.....	400 00	Nov	12	.....	4,500 00
Nov.	2	.....	300 00	Dec.	4	.....	1,000 00
Nov.	5	2	900 00		6	.....	4,500 00
Nov.	7	.....	1,000 00				
Nov.	12	.....	300 00				
Nov.	16	.....	2,000 00				
Nov.	22	.....	1,571 75				
Dec.	3	.....	1,080 00				
Dec.	4	.....	398 83				
		Balance	4,660 57				
			29,098 05				
Dec.	14	To chk	2,920 79	De .	7	.....	4,660 5
		To folio 890, L. 7.					

George M. Robeson.

PHILADELPHIA, *April* 3, 1876.

By the CHAIRMAN;

Question. In your examination yesterday, I called for a statement from the books of the banking-house of Jay Cooke & Co., of the items of the account of A. G. Cattell & Co., or the accounts of either the Cattells. Have you those accounts with you this morning?—Answer. I have a transcript from the ledger, commencing in 1871, and terminating in 1873, of Alexander G. Cattell, which account is balanced. I have also an analysis of the checks and deposits forming that bank-account, which is herewith submitted.

Alexander G. Cattell.

1871.			1871.		
July 19	1 check.....	\$22,438 20	July 19	By dep.....	\$22,743 61
20	.....	305 41	Nov. 29	.....	8,000 00
Dec. 6	.....	2,500 00	Dec. 6	.....	2,500 00
7	.....	1,000 00	21	.....	1,500 00
8	.....	2,000 00	Jan. 13	.....	1,000 00
19	.....	1,000 00	19	.....	854 75
21	2	5,020 00			
23	.....	25 00			
1872.					
Jan. 18	.....	911 75			
19	.....	25 00			
20	.....	1,000 00			
	.....	225 00			
1872.		36,450 36		For'd fol. 129.....	36,598 36
Jan. 29	To amt for'd fol. 125	36,450 36	Jan. 29	By amt. for'd.....	36,598 36
31	.....	50 00	Feb. 12	Dep.....	225 00
Feb. 12	.....	50 00	24	.....	450 00
Mar. 1	.....	1,000 00	29	.....	7,000 00
9	2	1,100 00	Mar. 6	.....	2,000 00
	Balance.....	7,623 00			
		46,273 36			46,273 36
Mch. 13	1 chk.....	1,000 00	Mch. 11	By balance.....	7,623 00
25	.....	2,000 00	16	Dep.....	500 00
27	.....	35 00	20	.....	500 00
29	.....	75 00	Dec. 19	.....	2,500 00
April 2	.....	5,000 00			
May 3	.....	513 00			
Dec. 28	.....	2,500 00			
1873.					
Mch. 20	To chk.....	100 00	Mch. 28	To dep.....	100 00
	Md. L. 7, Wash...	165 00			

Analysis of checks and deposits forming the bank-account of Alexander G. Cattell with Jay Cooke & Co., Washington.

Dates of checks.	To whom payable.	Amounts.	Dates of deposits.	Items of deposits.	Amount.
1871.			1871.		
July 19	J. Shedd.....	\$22,430 20	July 19	Phil. on us	\$8,371 61
20	G. M. Robeson.....	305 41		Nat.....	1,500 00
Dec. 6	Self.....	2,500 00		Cash.....	5,000 00
7	do.....	1,000 00		Accept.....	8,000
8	do.....	2,000 00		Less int. 12 1/4	
19	D. A. W.....	1,000 00		Stamp... 4	
21	Dft. Phila.....	5,000		— 128	
	Self.....	20			
		5,020 00	Nov. 29	Cash.....	7,872 00
23	T. L. Tullock.....	25 00			\$22,743 61
1872.			Dec. 6	On Imp. Braders, N. Y., ck.	8,000 00
Jan. 18	Latimer & Cleary.....	911 75		841, State Bk., Camden,	
19	Self.....	25 00		fav. Ben. F. Archer.....	2,500 00
20	G. M. Robeson.....	1,000 00	21	Cash.....	1,500 00
27	R. Joseph.....	225 00	1872.		
31	Self.....	50 00	Jan. 13	Phila.....	1,000 00
Feb. 12	do.....	50 00	19	do.....	854 75
March 1	do.....	1,000 00	Feb. 24	Cash.....	450 00
	M. M. Kaighn.....	100	12	Phil.....	225 00
	Self.....	1,000	29	Cash.....	7 000 00
		1,100 00	March 6	Mer.....	2,000 00
13	Self, O. E. B.....	1,000 00	16	Riggs.....	500 00
25	do.....	2,000 00	20	do.....	500 00
27	Self.....	35 00	Dec. 19	Cash.....	2,500 00
29	do.....	75 00			49,773 36
April 2	Dft. Phila.....	5,000 00			
May 3	Self.....	513 00			
Dec. 28	Jay Cooke & Co., or bearer..	2,500 00			
		49,773 36			

Q. I also called for an itemized statement of the account of G. M. Robeson with that bank-house, and any explanations or particulars connected therewith. Have you these, and will you produce and file them as a part of your statement before this committee?—A. I filed yesterday the transcript of his bank-account. I now submit the analysis of the checks and deposits upon that bank account, as follows :

H. Mis. 170, pt. 3—14

Analysis of checks and deposits forming the bank-account of George M. Robeson with Jay Cooke & Co., Washington.

Dates of checks.	To whom payable.	Amounts.	Dates of deposits.	Items of deposits.	Amounts.
1872.			1872.		
April 12	Deposited First National Bank, his credit.	\$940 00	April 4	Phil. on us .....\$10,000 00	
July 9	Adl. June 22 5,315 00			Less 8,000 67's..... 9,060 00	\$940 00
	Interest..... 12 40		July 8	Cash.....	9,000 00
	5,327 40		Sept. 25	Phil on us..... 208 05	
	3,000 '67's, at 115½..... 3,457 50			Cash..... 4,000 00	
		8,784 90	26	N. Y.....	4,208 05
Sept. 25	4,000 67's, at 114½.....	4,565 00	Oct. 21	Cash.....	450 00
Oct. 31	John Cain.....	1,000 00	Nov. 12	Cash.....	4,500 00
30	A. E. Borie.....	1,197 00	Dec. 4	Philadelphia.....	4,500 00
Nov. 1	D. P. Elmer.....	400 00	6	Cash.....	1,000 00
2	William E. Porter.....	300 00	1873.		
5	Self..... 500 00		Jan. 3	Note, J. P. Stockton.....	4,500 00
	John Cain..... 400 00		Feb. 21	Net.....	2,010 00
		900 00	June 4	Note.....	1,000 00
7	H. N. Coager.....	1,000 00	12	Cash.....	10,000 00
12	Richard S. Leaming.....	300 00	16	Coupons..... 302 50	10,000 00
16	(No record).....	2,000 00		Premium, 15½ %..... 46 88	
22	O. E. Babcock.....	1,571 75		Balance.....	349 38
Dec. 3	do.....	1,080 00			966 43
4	Mary J. Buchlar.....	398 83			
14	O. E. Babcock.....	2,920 79			53,423 86
1873.					
Jany. 7	G. M. R.....	600 00			
11	Purdy & Nicholas.....	983 00			
24	Draft, C. K. Baldwin, Hong Kong, favor E. S. Higgins & Co., \$200.02, at 114.	238 02			
Feb. 26	D. Vickers.....	140 00			
Mch. 7	W. A. Torry.....	160 00			
11	F. L. Cunier.....	300 00			
19	Bearer.....	100 00			
25	Draft, M. J. Buckler, Paris, favor J. Monroe, \$686.27.	794 36			
April 3	Alden C. Scovel.....	495 96			
May 22	O. E. Babcock.....	2,695 25			
June 5	do.....	5,000 00			
6	do.....	5,000 00			
17	Richard Wallack.....	4,150 00			
19	O. E. Babcock.....	3,400 00			
July 1	A. C. Scovel.....	104 20			
7	Darling, Griswold & Co.....	511 00			
8	A. C. Scovel.....	473 10			
Aug. 23	Isaiah Hanscom.....	100 00			
Sept. 12	Joseph Coult.....	250 00			
16	A. B. Schelden.....	580 70			
		53,423 86			
1873.					
Sept. 18	To balance.....	966 43			

Q. I also called for any memoranda or any particulars in connection therewith, which throw any light upon the same.—A. I produced a statement of a certain acceptance for \$8,000 and a note for \$10,000, as follows:

July 19, 1871. Jay Cooke & Co., Washington, discounted draft of George M. Robeson, accepted by A. G. Cattell & Co., for \$8,000, due October 17–20, 1871.

Same was renewed, due February 19–22, 1872.

Again, was renewed, due June 21–24, 1872.

Again, was renewed, due October 19–22, 1872.

Again, was renewed, due February 16–19, 1873.

Again, was renewed, due June 18–21, 1873.

Again, was renewed, due October 21–24, 1873.

September 23, 1873, sent to Philadelphia house.

Jay Cooke & Co., Philadelphia, charged it to A. G. Cattell & Co., taking at maturity their note due September 11, 1874, \$8,000, with interest.

September 11, 1874, A. G. Cattell & Co. paid to E. M. Lewis, trustee—

Amount of note.....	\$8,000
Interest.....	420

8,420

As collateral Jay Cooke & Co. held a mortgage of Elijah Cattell on land in New Jersey, which was delivered to E. M. Lewis, receiver and trustee—security, I believe, for the two notes of A. G. Cattell & Co., upon payment of which the mortgage was delivered to A. G. Cattell & Co.

June 4, 1873, Jay Cooke & Co., Washington, discounted note of George M. Robeson, indorsed by Henry D. Cooke, for \$10,000, due August 2-5, 1873.

Same was renewed, due November 6-9, 1873.

Sent to Philadelphia house, September 23, 1873.

Jay Cooke & Co., Philadelphia, charged same to A. G. Cattell & Co., taking their note due September 11, 1874, with interest, for \$10,000.

September 11, 1874. A. G. Cattell & Co. paid E. M. Lewis,	
trustee, amount of note.....	\$10,000 00
Interest	511 66
	<hr/>
	10,511 66

PHILADELPHIA, April 10, 1876.

SAMUEL Y. CURTIS sworn and examined.

By the CHAIRMAN:

Question. What is your present employment?—Answer. I am clerk for the firm of D. & J. Noblitt, at their hair-cloth manufactory, corner of Randolph and Jefferson streets.

Q. How long have you held that position?—A. Since July, 1873.

Q. Are you the book-keeper of that firm?—A. I have charge of the factory books.

Q. Have you any knowledge of their business with the Navy Department?—A. I have this knowledge of it: Mr. John Noblitt would call in the factory in the morning as he went down town, and if he had an order to furnish the Department with any supplies, I would take a memorandum of it, and he would direct me where to go around to get the prices from different parties. I would go to him, and give him the prices, and make the purchase. I did that, in connection with my business at the factory, for two years, during 1874 and 1875. I attended to a great deal of that business when Mr. John Noblitt was confined to his house, and afterward. I would assist him in the purchases. I would go around the city to these parties, and find out the prices of these things, and see the lowest price for which they could be bought, go to him and inform him, and then he would tell me where to go and make the purchase, and I would see that they were delivered properly at the navy-yard, &c. Sometimes at the factory and sometimes at the bank the bills would be made out for that material put into the Philadelphia navy-yard.

Q. You have no knowledge of the business done at the upholstering establishment?—A. I am not at all connected with that in any way, and never have been. That is now a separate firm entirely. The factory I am at is D. & J. Noblitt. The firm in Second street is Noblitt, Brown, Noblitt & Co., which comprises Del. Noblitt jr., and Joseph Noblitt, the younger brother. John Noblitt is not interested at all in the store on Second street, but he is in the hair-cloth factory with Del. Noblitt, jr., or D. & J. Noblitt.

Q. He has no connection with any other establishment than that of D. & J. Noblitt?—A. No, sir.

Q. The character of the goods and material that you purchased is of all classes, is it not?—A. Yes; iron of different kinds, bolts and nuts, and things of that kind.

Q. Provisions?—A. I never purchased any provisions or clothing, or anything of that kind. Most of the material that I purchased was furnished the construction, repair, and steam-engineering.

Q. Are you able to state, without reference to your books, the extent of their sales to the Navy Department since 1870?—A. No, sir; the navy-yard books were not kept at the factory. They were kept down at the Corn Exchange Bank by Mr. Noblitt. Mr. Noblitt would give me the requisition. I would take a memorandum of that requisition and leave it with them, and take it in a book, and then go around and get the lowest prices for the goods, report said prices, and they would then instruct me where to purchase it.

Q. And when purchases were made they would attend to getting the bills themselves? You had no agency in that?—A. No; I would make out the bill, and they would take it and enter it on the book at the bank. Their navy-yard books are kept entirely separate from the factory. During the last year or two they have put in considerable material in the Philadelphia navy-yard, bolts, nuts, and iron of different kinds.

Q. They were not dealers in those articles of hardware, were they, except as they purchased, and supplied them to the Navy Department?—A. No, sir; the factory is a hair-cloth factory. The store has all kinds of hardware for cabinet-maker's goods, and upholstery.

Q. They did not keep machinery, did they?—A. No, sir.

Q. Or bolts and nuts for steam-engineering?—A. No, sir.

Q. Do you keep a cash-account?—A. The factory cash-account. Those are all the books I keep.

Q. Upon the books of that establishment did the names of any persons connected with the

Navy Department appear?—A. No, sir; the only thing on my books is what we paid for hauling to the navy-yard. I make a factory pay-roll out every week, and at the bottom of the pay-roll I put the charges that I would have to pay for hauling. I had one man to do that hauling, and I paid him weekly. On the bottom of that I would put the amount that I paid him to haul to the navy-yard.

Q. When you say that you attended to the delivery of articles, did you go to the Philadelphia navy-yard yourself?—A. I would go, after the delivery, to see that it was all right.

Q. Do you know who inspected the goods?—A. The inspector in steam-engineering. There were two of them there. Wm. Agnew was one and the other man's name I forget; he is not there now. In construction and repair, Aaron Hackett was inspector. He has been discharged from League Island, and is doing nothing now. He was for a number of years in the Philadelphia navy-yard.

Q. Have you any knowledge or information derived from any members of the firm of any commissions or fees given or paid to any one in connection with their contracts?—A. No, sir; excepting in one instance, where it was done in case of charity, and that was with Aaron Hackett. He was out of employment, out of the yard for three or four months, and came to me and asked me to get \$50 for him, which I did, out of kindness. That was given to him.

Q. Was it given to him by yourself?—A. I gave it to him, but I got it from Mr. Noblitt. I went to Mr. Noblitt, and told him Hackett's situation. He had no money to pay his rent, he was busted, and had been out of employment for three or four months. That is the only instance that I know of their having given anything.

Q. As to their disbursements of cash you know nothing. As I understand you, that is done at the bank?—A. Yes. None of their navy-yard business is done at the factory, and that is all I was connected with.

Q. There are no loans made by D. & J. Noblitt which appear upon the books at the factory?—A. None whatever. Their factory books are merely for everything connected with the factory.

PHILADELPHIA, April 17, 1876.

HUGH P. SCHETKY sworn and examined.

By the CHAIRMAN :

Question. What is your position?—Answer. I am cashier of the Corn Exchange Bank.

Q. I hand to you a number of checks which are drawn, as you observe, upon the face of them, by Wm. Matthews, dated New York, and payable to the order of Alex. G. Cattell & Co. The great body of them, I notice, bear your indorsement as cashier of the Corn Exchange Bank, of this city. Can you state to this committee to whose credit the amount of these checks was passed?—A. I cannot at the present time.

Q. Have you any recollection whatever in connection with these checks?—A. I remember having seen them before. They passed under my eye. Every check that goes through the bank payable outside of the city of Philadelphia, or very nearly every check, passes under my eye before it leaves the bank. I examine the indorsement. I never allow anything to go out of the bank knowingly without it is properly indorsed.

Q. Has Mr. Robeson, the Secretary of the Navy, any bank-account at your bank?—A. No, sir.

Q. Can you state from recollection whether any checks have been drawn through your bank by A. G. Cattell & Co., or either of the Messrs. Cattell, in favor of Mr. Robeson?—A. I cannot remember that. If they have, I do not remember it.

Q. In keeping accounts with you depositors do you keep them in such a manner as to show to whom or in whose favor the checks of your customers are drawn?—A. No, sir; that cannot be done. A bank of our size would never get through its work. We simply receive checks. When they are paid they pass to the book-keeper, and he enters them on the check-book or blotter. In posting them in his ledger he simply says, "one C," or "two C," or as many checks as there are; the "C" standing for checks on the debit side of the ledger.

Q. Then there is no memorandum or data in your bank which would show in whose favor the check of any of your customers were drawn?—A. No, sir; there is no memorandum or scratch of a pen that I am aware of, although it might be that in some isolated cases it might have been necessary to make entries; a memorandum might have been made for future reference, but I do not suppose one such case occurs in ten thousand.

Q. If a check was drawn, for instance, by A. G. Cattell & Co., in favor of Mr. Bradford, for the purpose of remitting money to him at London, or to Mr. Watmough, for instance, at Washington City, is there any memorandum or data in the possession of your bank that would show that fact?—A. No, sir; there would not be any memorandum, because we would have no account in London or England that we could draw against, and we have had no account in Washington City that we could draw against. The only way in which we could have any record of the names of the parties to whom the check was paid in that way, would be by having a draft drawn on New York to the order of that party, but in nearly every instance our depositors have drafts drawn on New York to their own order, and indorsed on the back to the parties to whom they desire to send. That I presume is done by nine-tenths

of the business community as a means of keeping within themselves who they are transacting business with. New York and Boston are the only two places on which we are in the habit of drawing.

Q. Do you get your checks back from your correspondents?—A. There is but one bank which ever returns us any of our drafts; the other banks in New York which we have been drawing on from time to time, never yet have returned us a single check, nor has our Boston correspondent returned us a check.

PHILADELPHIA, April 21, 1876.

HUGH P. SCHETKY recalled and examined.

By the CHAIRMAN :

Question. Have you examined the checks which were shown you some days ago, drawn by William Matthews, payable to the order of A. G. Cattell & Co.?—A. I have. I find they were simply deposited to the credit of A. G. Cattell & Co., with the exception of two; the two last went to E. G. Cattell's credit.

Q. E. G. Cattell has received no drafts at all?—A. No, sir.

Q. You have furnished to the committee a record of all the drafts which have been issued to A. G. Cattell & Co. during the dates requested?—A. Yes, sir; E. G. Cattell has received no drafts.

Q. In the second statement, in which you give a memorandum of the drafts drawn in favor of A. G. Cattell & Co., or payable to their order, I notice they are indorsed by Henry F. Vail. Who is Mr. Vail?—A. He is the cashier of the Bank of Commerce, New York.

Q. One of the checks, I notice, is indorsed by F. O. French; who is he?—A. I do not know what his business is now. He is connected, as I am informed, with the First National Bank of New York.

Q. If they passed through any other person's hands you have no means of knowing it?—A. No, sir; those are the only marks on the drafts.

The statements requested by the committee to be produced by Mr. Schetky are as follows :

Date of deposit.	Date of check.	Amount of check.	To whose credit deposited.
November 1, 1871	October 31, 1871....	\$1,000 00	A. G. Cattell & Co.
December 16, 1871	December 15, 1871..	2,000 00	Do.
December 26, 1871	December 23, 1871..	2,000 00	Do.
March 15, 1872	March 14, 1872.....	1,000 00	Do.
June 12, 1872	June 11, 1872	1,000 00	Do.
July 1, 1872	June 29, 1872	1,000 00	Do.
July 25, 1872	July 24, 1872	1,518 60	Do.
December 10, 1872	December 9, 1872...	750 00	Do.
December 14, 1872	December 13, 1872..	75 00	Do.
January 11, 1873	January 10, 1873...	1,000 00	Do.
January 17, 1873	January 16, 1873...	312 15	Do.
February 3, 1873	February 1, 1873..	1,950 00	Do.
April 10, 1873	April 9, 1873.....	636 00	Do.
.....	July 9, 1873.....	500 00	I find no trace of this check.
August 1, 1873	July 31, 1873.....	1,000 00	A. G. Cattell & Co.
September 9, 1873	September 8, 1873..	1,501 90	Do.
October 1, 1873	September 30, 1873..	1,790 37	Do.
November 11, 1873	November 10, 1873..	2,201 00	Do.
December 11, 1873	December 10, 1873..	5,000 00	Do.
December 24, 1873	December 23, 1873..	3,136 32	Do.
January 3, 1874	December 31, 1873..	6,575 00	Do.
February 3, 1874	January 31, 1874...	11,241 00	Do.
February 16, 1874	February 14, 1874..	2,000 00	Do.
March 3, 1874	February 24, 1874..	6,632 00	Do.
April 1, 1874	March 31, 1874.....	3,693 00	Do.
April 14, 1874	April 13, 1874.....	2,000 00	Do.
May 2, 1874	April 30, 1874.....	5,710 00	Do.
June 2, 1874	May 30, 1875.....	8,001 00	Do.
July 1, 1874	June 30, 1874.....	6,818 00	Do.
August 1, 1874	July 31, 1874	4,252 00	Do.
October 2, 1874	October 1, 1874.....	2,472 00	Do.
October 28, 1874	October 27, 1874....	1,000 00	Do.
October 30, 1874	October 29, 1874....	60 00	Do.
December 2, 1874	November 30, 1874..	3,844 30	E. G. Cattell.
January 2, 1875	December 31, 1874..	6,164 00	Do.

Date of draft.	Amount.	On what bank.	Order of—	Indorsed by—
Nov. 29, 1871	\$3,034 12	North River, N. Y.	A. G. Cattell & Co.	Henry F. Vail, cashier. F. O. French and H. F. Vail, cash- ier.
Dec. 23, 1871	60 00	.....do.....	.....do.....
Apl. 9, 1872	93 00	Third Nat'l, N. Y.	.....do.....
Apl. 12, 1872	3,780 00	.....do.....	.....do.....
Mch. 13, 1874	10,475 00	.....do.....	.....do.....
July 15, 1874	10,245 00	.....do.....	.....do.....

I find that the Third National Bank, New York, commenced in 1873 to return our canceled drafts to us.

North River Bank never returns our drafts.

PHILADELPHIA, April 14, 1876.

ALVEN C. SCOVEL sworn and examined.

By the CHAIRMAN :

Question. Where do you reside ?—Answer. At Camden, N. J.

Q. How long have you known Mr. G. M. Robeson, Secretary of the Navy ?—A. I think I first met Mr. Robeson in 1857 or 1858.

Q. At what time did he move to Camden ?—A. My recollection is that it was 1857 or 1858, but I would not be positive as to the year.

Q. Have you been associated with him in business of any kind ?—A. He was my law partner up to the time that he was appointed Secretary of the Navy.

Q. For how many years previous to that time ?—A. I think about nine or ten years.

Q. What was the value of his estate up to the time he went to Washington ?—A. You ask me a question that I am utterly unable to answer.

Q. What were his visible means ?—A. The income from his profession, and I always understood that he got something from his father's estate, but what amount I do not know.

Q. At what time did he receive any portion of his father's estate ?—A. That I do not remember. I think he was the executor for his father.

Q. Was that prior to his becoming Secretary of the Navy ?—A. I think it was. Judge Robeson died before that, but how long, I do not remember.

Q. Within your knowledge, how much real estate did he own prior to becoming Secretary of the Navy ?—A. I always understood that there was a large tract, or rather I won't say large, because I do not remember about that, but it was a tract of land—the Oxford furnace, or something of that sort, that I had heard that his father owned, and he purchased at one time a house in the city of Camden at the corner of Second and Penn street from Mr. Ackley, the cashier of the old Stato Bank of Camden. If my memory serves me, I think he paid about \$13,000 for it. I cannot be sure of that, however. He also purchased a house that his mother resides in in Camden. I bought it in at a sheriff's sale under a foreclosure, for him, but I have forgotten the amount. It was in the neighborhood of between five and six thousand dollars, I think—not far from \$6,000. His mother now resides in that house. Whether he owns both of those houses now I cannot say.

Q. Who resides in the house that he purchased of the cashier of the State Bank ?—A. His brother-in-law, Mr. Joseph Price.

Q. The Oxford furnace to which you referred belonged to the estate of his father ?—A. I have so understood, and yet I would not say so, because I do not positively know it. He never was very communicative to me about his own affairs.

Q. Do you know of his owning any stocks or bonds at the time that he became Secretary of the Navy ?—A. I think I heard him talking one day about some Camden and Atlantic. I cannot say exactly whom he was talking with, but it was somebody connected with the road, and he was asking about a dividend, or whether one would be declared or not. I remember that he owned some stock in a marl company over there. I believe this was all prior to his being in the Navy Department, but I could not say positively. It is something that I never looked into.

Q. What was the value of the office that he held as attorney of New Jersey ?—A. I think the salary was \$1,500 a year, and I think that he was then paid whenever he tried cases outside for the State.

Q. I understood you to say that you were associated with him in the practice of the law for several years prior to his becoming Secretary of the Navy ?—A. Yes, sir.

Q. What was his income from this source?—A. You are asking me a question that I do not think I could answer here accurately this morning, but I would like to do so. When I came to the bar, and I had been there two or three years, Mr. Robeson came to Camden and was appointed prosecutor of the pleas, and at the request of two or three of our friends we formed a partnership. One-third of the criminal business I was to have, two-thirds was to go to him, and the civil practice was to be divided between us. On a rough guess now, without being accurate about it, I should think his income must have been five or six thousand dollars a year; but I would not, however, say that, speaking accurately.

Q. Do you know anything about a purchase by or on behalf of the Government of a tract of land on the Jersey side, opposite, or nearly opposite, League Island?—A. No, sir; I never heard that before.

Q. Or by any one for the Government?—A. No, sir; I never heard of such a purchase.

Q. Do you know of any investment made by the Secretary of the Navy within the last four or five years in any real-estate, or bonds or mortgages?—A. I do not. I do not know whether he has a penny invested in anything; if he has, it is unknown to me.

Q. Have you prosecuted any claim before the Navy Department since he has been Secretary of the Navy?—A. One.

Q. Only one?—A. Yes, sir.

Q. What one was that?—A. There is only one that I have any recollection whatever about, and that is the claim of Albert G. Bonsall, of Philadelphia. He came to me with a claim against the Department for back-pay; I attended to the claim, and it was allowed and settled by the Department.

Q. Mr. Bonsall had belonged to the Navy, had he not?—A. Yes; I think he had been a third assistant engineer.

Q. He had been dismissed by Mr. Welles?—A. Yes, sir.

Q. And was subsequently restored to the Navy, and you prosecuted his claim for back-pay?—A. I do not know about whether he was restored to the Navy or not, but I took the ground that he had never been legally dismissed or discharged from the Navy, and that he was entitled to his back-pay; and if there was ever a claim in the round world that I believed was just, and equitable, and legal, it was that claim. The papers are all on file in the Department. He brought me letters from the mayor at Norfolk and from the officer at Norfolk, papers showing that he and some of his friends were in Norfolk—I think that was the name of the place—during the same year; I do not remember when, but just before Christmas, and I think Christmas-Eve. They were enjoying themselves with the people, and many others were firing off rockets. One of the officers saw these young men firing the rockets, and he said he supposed because they had the naval uniform on, they were selected out of the crowd. They arrested this man and took him up to the mayor's office. Mr. Bonsall said that somebody connected with the ship was not on favorable terms, or was inimical to him in some way, and made complaint to the Department, on the ground that he was drunk and rioting and fighting with negroes. He brought me these letters from the mayor and from the officer there, which entirely refuted that statement. They said that he was not drunk, nor disorderly, nor rioting. The mayor said that that was not the charge against him. The charge against him was for the breach of an ordinance against firing off Roman candles, or something of that kind. I am giving you my recollection of these letters, because I have not seen them since 1872.

Q. He was an officer of the Navy; he had been dismissed, as you believe, improperly, and you presented his claim to the Navy Department for the period of time covered from the date of his dismissal to the date that you presented the claim?—A. I think so, sir. That grade, I think, was abolished by the Government, and the Secretary would only allow shore-pay up to that time.

Q. Then as a matter of fact Mr. Bonsall had never been restored to the Navy?—A. I do not know whether he had or not.

Q. The grade had been abolished by law, as you stated?—A. Four years afterward.

Q. And it was for that period of time that you presented and secured the allowance of his claim?—A. I think I presented the claim for all of his back-pay, whatever that might have been. I do not remember whether there was any time specified or not.

Q. Is Mr. Bonsall a resident of Philadelphia?—A. Yes, sir.

Q. Was he a previous acquaintance of ours?—A. I never saw the man in my life until he came into my office.

Q. How came he to put the claim into your hands for collection?—A. I think he came with a Mr. Roach, of Philadelphia, whom I had never seen before.

Q. Do you remember what Roach that was?—A. I do not. I think he had something to do with a naval academy, or something of the kind here, without being certain about it. My recollection is, that I filed the papers in 1872, asking for a court-martial, and it strikes me that Mr. Roach signed that application as attorney. Afterward, however, he and Mr. Bonsall had some difficulty and Bonsall dismissed him from the case entirely, I believe.

Q. Have you any recollection of having mentioned the case, when first presented to you, to the Secretary of the Navy, that is, consulting with him in regard to it?—A. I do not remember.

Q. I ask you if you did not consult the Secretary of the Navy, and he advised you that

no claim could be filed until that application for a court-martial was made?—A. Never in the round world did he advise me of anything of the kind.

Q. Did you consult with him in regard to the claim at all?—A. I did at one time.

Q. When was that?—A. I did several times. I cannot remember dates, but I presented the claim and said to Mr. Robeson, "I have investigated this claim to the best of my ability, and I believe that it is a just and proper claim; and I desire that you will investigate it thoroughly, and if it is a proper claim in your estimation, I trust that you will allow it." I gave him my reasons at that time.

Q. When was that claim allowed and paid?—A. I cannot say, certainly, but I think in 1874.

Q. How much was allowed and paid, if you remember?—A. I do not remember. I think it was \$4,600 or something like that.

Q. What was your fee or commission?—A. My recollection is that Mr. Bonsall agreed to give me 25 per cent. on the first \$2,000, and 50 per cent. on the balance of all that I collected for him.

Q. What expense, if any, were you at?—A. I think I went to Washington three times.

Q. Who paid your expenses?—A. I paid them.

Q. Out of your fee or commission?—A. Yes, sir; I think the first time, for the first application I received a retaining fee of \$100 in the matter.

Q. Did you divide your fee with Mr. Roach or anybody else?—A. No, sir; not with a living soul.

Q. Do you know or have you information that any one connected with the naval service, from the Secretary of the Navy down to an employé, has received any presents or gifts or rewards of any kind from any claimant against the Navy Department or from any contractor with the Navy Department?—A. None that I know of; not one.

Q. In the canvass of 1874, in the State of New Jersey, do you know of any fund being contributed to that campaign by Mr. A. G. Cattell, or E. G. Cattell, or Mr. Matthews, or any other person outside of the State of New Jersey?—A. I do not, and I suppose I can tell you the reason why. I am opposed conscientiously, in every way, to the use of money in politics. I do not know where there was a single cent that went into the canvass; and what is more, I told them when they nominated me that if I was to go to the legislature they must not compel me to go into the canvass on a moneyed platform or anything of that sort, and that I did not desire to know anything about their money transactions in carrying on a campaign. I never gave a dollar to a living soul for a vote. Of course, I contributed my expenses to the committee.

Q. You have no knowledge or information, the sources of which are available to this committee, of any parties outside of the State of New Jersey contributing to the political fund of either party during that canvass?—A. No, sir.

Q. Do you know anything about the employment of mechanics or laborers from the State of New Jersey in the Philadelphia navy-yard?—A. I only know generally that there were a number employed from Camden. How many there were thus employed, I do not know.

Q. Was that done at the instance of any political club or committee?—A. That I do not know. I shall be frank to say to you that I have written over on one or two occasions to the naval constructor here, asking him to put in men who were poor men; but as to there being any committee action, I do not know anything about that.

Q. Did you ever apply to the Secretary of the Navy for such orders?—A. I have written to him saying if he could put in such and such men that I would be obliged to him.

Q. In doing it did you urge political considerations?—A. I do not think I ever did. I have no recollection that I did.

PHILADELPHIA, April 14, 1876.

A. C. SCOVEL, recalled.

By the CHAIRMAN:

Question. I have heretofore asked you whether in your recommendations to the Secretary of the Navy of parties to be employed at the navy-yard, political considerations entered into these recommendations and were acted upon by him?—Answer. The question I understood you to ask me was this: "If I remembered any particular instance in referring to the Secretary, and recommending any one on political grounds." I felt, after I had left the room, (as the testimony was not read over to me,) that I might have misunderstood your question, and it might have been broader than that; and therefore I returned to see exactly what that question was, and answer it as truly as I know how.

Q. I repeat the former question, sir.—A. I have written to Mr. Robeson, and would say, if John Jones, or Peter Smith, or John Snooks could find employment in the navy-yard, I thought it would be beneficial to the republican party. I have done that on several occasions.

Q. And upon such information parties were appointed, were they?—A. Sometimes they

were and sometimes they were not. Where there was one appointed there were ten that were not.

Q. Do you remember the names of any of those who were appointed?—A. I do not. It was a common thing for petitions to be circulated, signed by all the officials, recommending that the Secretary of the Navy appoint this or that and the other man in the navy-yard.

Q. In making such recommendations, what knowledge did you have of the qualifications of the parties to be such as you stated?—A. As a general thing these men would say what their ability was—whether they were mechanics or laborers, or painters, or whatever the case might be. They would often bring certificates of recommendation from the people who know them. That was all I knew about it.

PHILADELPHIA, *April 14, 1876.*

SAMUEL A. OWEN sworn and examined.

By the CHAIRMAN :

Question. What position, if any, do you hold under the firm of Noblitt, Brown & Noblitt?

—Answer. Book-keeper.

Q. State how many firms there are in which Del. Noblitt is a member.—A. Only two; the firm of Noblitt, Brown, Noblitt & Co., and D. & J. Noblitt.

Q. Does Del. Noblitt do any character of business in his own name?—A. Not that I know of.

Q. In what business is the firm of D. & J. Noblitt engaged?—A. The manufacture of hair-cloth; that is all they do to my knowledge.

Q. What business is the firm of Noblitt, Brown, Noblitt & Co. engaged in?—A. A great variety. We sell bedding and upholstery goods, finishing-hardware, &c. We sell goods for upholstery, for furnishing cars and buildings, mattresses, beds, pillows, sheets, and everything of that kind. It is a general upholstery-goods store.

Q. Do they, to any extent, supply the naval service?—A. They do supply the navy-yard.

Q. In that character and description of goods?—A. As far as I am aware of.

Q. In other words, if a requisition comes to your house for a class of goods that you have not got, does the firm go out and buy it of others?—A. I do not believe they do; that is, if a requisition comes they try to fill that requisition as far as they can; if we have not the goods they generally, as far as I understand it, send out and purchase them, but that I do not know much about; I have nothing to do with the buying of them.

Q. Of course, you could learn that from your entries upon your books?—A. Yes, sir.

Q. During what years have you been book-keeper?—A. From March, 1871, to the present time.

Q. During that period of time, do you remember that the firm of which you have been book-keeper has been a contractor of the Navy Department, or any of its bureaus or agents?—A. They have furnished goods to the Navy Department.

Q. Has it not been at all times under what is known as the open-purchase system?—A. I do not know that. Generally, requisitions are sent for certain articles, and we supply them. That is all I know about it.

Q. Sent by the bureau at Washington or from the purchasing paymaster here?—A. Here, I think. I do not know that I could tell you that positively. I had nothing to do with that part of it. I have nothing to do with the details of it. I simply take the amount in the aggregate and charge it or credit it. What the bill is composed of I very seldom know anything about; in fact, I have no time to do it.

Q. You keep your books so as to show the number of requisitions, do you not?—A. I believe so; that is my impression.

Q. During that period of time do you remember who had been the purchasing paymaster here at the Philadelphia navy-yard?—A. I do not know that I can tell you that.

Q. Has not Mr. Russell filled such position?—A. Whether he has been, or whether they are through him or not, I do not think I can say positively. I have nothing to do with the thing at all, as I have told you heretofore, except to take the amount, and charge or credit.

Q. The requisitions, then, are never before you?—A. I have nothing to do with them whatever.

Q. You never see them?—A. If I do, it is only as I would see anything lying around without taking any particular notice of it.

Q. You know Major Russell, do you not?—A. I know him by sight, I believe; but I hardly know that fact.

Q. Do you remember Mr. Fulton?—A. No, sir.

Q. Do you remember Mr. Crosby?—A. No, sir; I have no recollection of him whatever. I think I have seen Mr. Russell in the store, but whether I could identify him or not I could hardly say positively.

Q. Are you able to state the extent of the business done by the firm of which you are

book-keeper, with the Navy Department?—A. Well, I should say, as near as I can get at it without examination, about \$15,000 a year.

Q. Does that include the business done by D. & J. Noblitt?—A. No, sir; we have nothing to with them at all. This is Noblitt, Brown, Noblitt & Co., and we are altogether independent of D. & J. Noblitt.

Q. Has it not been in excess of \$15,000 for the last three or four years?—A. I do not think it has, from my recollection. I do not think it will average more than that. From February 27, 1871, to December 31, 1875, the total amount of sales have been \$82,203.33.

Q. I notice upon your ledger an account opened under the name of contingent account; what is that account intended to represent?—A. It is intended to represent a class of accounts that may be considered a little slow and tedious, not, however, lost or dead, as profit and loss is, but slow, and to avoid in a measure having so many balances to bring over. That is what we call contingent. It is not a dead thing; there is life in it.

Q. I notice upon your ledger the account of A. W. Russell from May 1, 1872, to June 30, 1874, footing up \$225.27. I find that you credit that to contingent account?—A. That is the way it stands there.

Q. Passing to your next ledger, and referring to the same party, A. W. Russell, I find the account of Mr. Russell for \$23.99, also carried to and credited upon contingent account. Is that so?—A. Yes, sir.

Q. I find upon your ledger for 1872 a small account against Captain Crosby of \$14. I find that also credited by contingent account. That is so, is it not?—A. Yes, sir.

Q. Mr. A. W. Russell was at the time present, and has been for the last four or five years, has he not, the purchasing paymaster at this navy-yard?—A. As I said before, I believe he is, but I cannot say positively, for I have nothing to do with the matter whatever. You may think it singular, but that is the fact. I have nothing to do with the requisitions, nor who sends them, nor anything about it. I believe he is the man.

Q. Do you know of any other customer of the firm who belonged to the naval service?—A. No, sir; I do not recollect any others.

Q. Do you happen to know whether your firm has supplied to anybody connected with the naval service, either at this yard or at Washington City, any goods of any description?—A. No, sir; except what are entered in these books.

Q. You have no knowledge derived otherwise?—A. None whatever. I have no knowledge except that book.

Q. And it is by that book alone that you were speaking?—A. That is all; because outside I know nothing, having had nothing to do with it. All I know is it is handed to me and goes into this book.

Q. And if I were to call your attention to a loan of money made to Mr. A. G. Cattell, would you be able to explain it in any way, said loan appearing upon your books?—A. [Referring to book.] I can explain that clearly. It was a loan of \$1,500, October 8, 1872, and was returned on the same day. We received that from him the same day we paid the loan; consequently, one balances the other.

Q. Then you explain that as a transaction in which you borrowed money from Mr. Cattell and paid him the same day?—A. Yes, sir.

Q. Who constitute the firm of Noblitt, Brown, Noblitt & Co.?—A. Dell Noblitt, jr., W. S. Brown, Joseph C. Noblitt, A. G. De Turck, John T. Brown.

Q. Does any other party or parties have any interest in said firm?—A. No, sir; those are the only ones that I know anything about.

Q. Do you know anything about other relations of the firm with A. G. Cattell & Co., or either of the members of that firm?—A. Simply that A. G. Cattell purchased goods of us and paid us the same as any other customer. That is all I know about it.

Q. And you know nothing about the shipment of goods from your establishment?—A. No, sir; I have nothing to do with that.

Q. You know nothing about Mr. Dell Noblitt conducting any business in his own name and right, and independent of either company?—A. Not a penny.

Q. You know nothing about the business done by the firm of D. & J. Noblitt?—A. Nothing; only that they manufacture hair-cloth and send it to us. We credit them with it and pay them for it and sell it.

Q. You know nothing about any other dealings upon private account with any persons connected with the naval service?—A. No, sir.

Q. Do you know anything about any presents being made by your firm to anybody?—A. No, sir.

PHILADELPHIA, April 14, 1876.

ISAAC C. MARTINDALE affirmed and examined.

The CHAIRMAN. I requested you in the subpoena, which was served upon you as cashier of the National State Bank of Camden, to bring with you a transcript of the deposit-account of Mr. G. M. Robeson with your bank from the year 1866 down to the year 1876. Have you that paper?—A. I offer the following as a transcript of said account:

DR. *George M. Robeson in account with National State Bank of Camden.*

CR.

1866.			1866.		
Jan. 2	To check paid.....	\$100 00	Jan. 1	By balance.....	\$413 01
3	do.....	10 50	4	By deposit.....	360 55
13	do.....	500 00	6	By deposit of J. W. Campbell's	50 00
13	do.....	75 00		check.	
13	do.....	100 00	11	By deposit of J. M. P. Price's	1,500 00
19	do.....	1,000 00		check.	
31	do.....	360 00	22	By deposit of R. S. Jenkins's	100 00
Feb. 2	do.....	200 00		check.	
2	do.....	85 00	22	By deposit.....	62 05
6	do.....	75 00	29	By cash.....	170 00
6	do.....	400 00	Feb. 5	By cash.....	445 00
9	do.....	90 00	5	By deposit Red Bank, N. J.,	85 50
14	do.....	150 00		check.	
17	do.....	20 00	14	By deposit A. C. Scovel, check.	215 90
23	do.....	20 00	17	By deposit, C. A. Sparks, check.	126 00
26	do.....	50 00	26	By deposit, R. S. Jenkins,	150 00
26	do.....	18 49		check.	
26	do.....	20 00	Mar. 2	By R. F. Stockton, jr., note,	4,972 05
Mar. 2	do.....	4,972 50		\$5,000, less discount, \$27.50.	
2	do.....	100 00	5	By C. P. Stratton's check.....	250 00
3	do.....	205 08	10	By C. P. Stratton's check.....	250 00
5	do.....	215 00	13	By G. M. Robeson's note,	1,476 50
10	do.....	20 00		\$1,500, less discount, \$23.50.	
10	do.....	150 00	23	By W. S. McAllister, check..	850 00
12	do.....	11 25	30	By E. Brewer, check.....	800 00
12	do.....	50 00	31	By Salem, N. J., check.....	982 00
13	do.....	35 00	April 7	By cash.....	550 00
14	do.....	78 78	21	By P. L. Voorhees, check.....	1,531 03
16	do.....	25 00	26	By cash.....	101 00
16	do.....	10 00	June 2	By cash.....	237 00
16	do.....	500 00	9	By A. C. Scovel's check.....	1,000 00
23	do.....	50 00	18	By Belvidere, N. J., check.....	411 40
24	do.....	600 00	20	By cash.....	400 00
27	do.....	41 00	22	By J. M. Robeson's note, \$1,500,	1,494 38
29	do.....	125 00		less discount, \$5.62.	
April 5	do.....	1,800 00	23	By cash.....	100 00
6	do.....	150 00	30	By Bank North America, Phil-	1,900 00
7	do.....	50 00		adelphia, check.	
19	do.....	75 00	July 5	By Bank Commonwealth, Phil-	50 00
21	do.....	152 50		adelphia, check.	
23	do.....	21 00	5	By Farmers and Mechanics'	1,000 00
27	do.....	65 00		Bank, Philadelphia, check.	
27	do.....	91 00	5	By Bank of Commerce, Phila-	500 00
30	do.....	25 00		delphia, check.	
May 1	do.....	30 00	12	By Millville, N. J., check.....	25 00
2	do.....	46 50	12	By Bank North America, Phil-	17 60
3	do.....	100 00		adelphia check.	
7	do.....	25 00	13	By Aaron Ward's note, \$350,	343 54
8	do.....	35 00		less discount, \$6.46.	
8	do.....	213 48	28	By S. H. Grey's check.....	50 00
11	do.....	20 00	28	By city treasurer, check.....	8 09
19	do.....	25 00	Sept. 11	By G. M. Robeson, note, \$1,500,	1,472 29
22	do.....	319 00		less discount, \$27.71.	
26	do.....	787 35	12	By cash.....	5,000 00
28	do.....	60 00	Oct. 9	By E. Brewer, note, \$600,	588 80
30	do.....	25 00		less discount, \$11.20.	
June 8	do.....	50 00	15	By cash.....	83 00
12	do.....	100 00		By A. C. Scovel's check.....	542 82
14	do.....	1,500 00	25	By New York, check.....	250 00
15	do.....	20 00	Nov. 1	By cash.....	600 00
15	do.....	20 00	1	By A. G. Cattell, note, \$2,500,	2,478 61
19	do.....	20 00		less discount, \$21.39.	
20	do.....	543 61	2	By W. G. Milligan, president,	294 40
22	do.....	70 40		note, \$300, less discount, \$5.60.	
23	do.....	64 75	3	By cash.....	100 00
26	do.....	100 00	3	By cash.....	500 00
27	do.....	210 00	3	By cash.....	100 00
July 3	do.....	2,038 00	5	By E. Z. Colling's note, \$300,	294 40
6	do.....	1,000 00		less discount, \$5.60.	
7	do.....	146 00		By H. B. Wilson, check.....	137 00
9	do.....	345 00	7	By cash.....	250 00
13	do.....	1,133 32	21	By T. Cochran, check.....	150 00
13	do.....	50 00	21	By J. G. Atkinson, check.....	17 00
14	do.....	26 75	22	By J. C. Stockham, check.....	90 00
14	do.....	81 50	Dec. 7	By cash.....	106 00
27	do.....	25 00	11	By G. M. Robeson's note,	2,454 80
28	do.....	50 00		\$2,550, indorsed by A. G.	
30	do.....	100 00		Cattell, less discount, \$45.20.	
31	do.....	25 00	11	By G. M. Robeson's note,	981 72
Aug. 1	do.....	60 00		\$1,000, indorsed by A. C.	
11	do.....	75 00		Scovel, less discount, \$18.28.	
16	do.....	100 00	24	By cash.....	90 00
30	do.....	50 00		By J. M. P. Price, check.....	252 85
31	do.....	345 00			

DR. *George M. Robeson in account with National State Bank of Camden—Cont'd.*

CR.

1867.			1867.				
April	15	To check paid	\$200 00	June	7	By Newark, N. J., check	\$40 00
	16	do	542 20		7	By A. C. Scovel, check	500 00
	24	do	1,000 00		17	By J. B. Dayton, check	3,084 80
May	4	do	250 00	July	6	By A. G. Reilly, check	120 00
	7	do	1,135 84		6	By H. Ivins, treasurer, check ..	475 00
	10	do	75 00		10	By B. C. Downs, check	568 00
	11	do	157 50		10	By T. P. Carpenter, check	740 40
	13	do	64 09		16	By N. Booreman, check	200 00
	14	do	100 00		29	By G. M. Ward, check	500 00
	14	do	50 00	Oct.	4	By cash	250 00
	18	do	122 50		11	By T. Cadwallader, check	250 00
	18	do	14 00		11	By State treasurer, N. J., check.	375 00
	18	do	50 00	Nov.	5	By H. N. Congar, check	100 00
	23	do	40 00		5	By B. D. Snow's note, \$250, less discount, \$4.13.	245 37
	31	do	181 58	Dec.	3	By Elizabeth, N. J., check	150 00
June	3	do	600 00		4	By P. S. Pearson, check	250 00
	3	do	130 00		4	By Somerset Company, N. J., check.	250 00
	4	do	65 75		9	By Nixon and M., check	50 00
	4	do	80 50		9	By J. W. Cain, check	26 00
	6	do	500 00		12	By cash	9 75
	7	do	30 00		12	By R. Y. Bonnin, check	47 25
	8	do	100 00		26	By G. F. Fort, assignee, check.	360 00
	14	do	400 00				
	21	do	200 00				
	22	do	1,000 00				
	25	do	43 86				
	28	do	100 00				
	29	do	162 50				
July	2	do	1,382 50				
	3	do	19 50				
	5	do	15 00				
	6	do	360 14				
	9	do	100 00				
	11	do	111 00				
	13	do	144 47				
	17	do	50 00				
	24	do	35 00				
	25	do	1,134 65				
	27	do	100 00				
	29	do	30 00				
Aug.	2	do	50 00				
	5	do	500 00				
	5	do	200 00				
	9	do	80 00				
Sept.	4	do	80 00				
	5	do	100 00				
	11	do	73 00				
	26	do	100 00				
Oct	3	do	100 00				
	7	do	80 00				
	8	do	100 00				
	14	do	200 00				
	28	do	50 00				
Nov.	1	do	50 00				
	2	do	100 00				
	4	do	80 00				
	5	do	53 15				
	5	do	200 00				
	11	do	155 59				
	12	do	100 00				
	13	do	145 00				
	15	do	100 00				
	18	do	500 00				
	18	do	100 00				
	20	do	82 00				
	29	do	25 00				
Dec.	2	do	17 76				
	7	do	50 00				
	9	do	80 00				
	10	do	100 00				
	11	do	35 00				
	14	do	120 00				
	14	do	100 00				
	18	do	170 41				
	24	do	25 00				
		Balance to 1868	518 98				
1868.			1868.				
Jan.	3	To check paid	10 00	Jan.	1	By balance from 1867	518 98
	4	do	20 00		2	By State treasurer, check	365 00
	8	do	27 84		2	By McNeil, Irving & Rich, check.	100 00
	14	do	105 25		2	By Belvidere, N. J., check	500 00
	15	do	73 00				

DR. *George M. Robeson in account with National State Bank of Camden*—Cont'd. CR.

1868.			1868.				
Jan.	16	To check paid.....	\$26 20	Jan.	2	By J. M. P. Price, check.....	\$152 88
	17	do.....	640 63		2	By John Stone, check.....	473 00
	17	do.....	50 00		3	By cash.....	75 00
	18	do.....	550 00		15	By Woodbury, N. J., check.....	618 37
	18	do.....	100 45		28	By T. Cadwallader, check.....	42 50
	20	do.....	15 50		28	By S. Tomhleson, check.....	30 00
	22	do.....	30 00		28	By Norristown, Pa., check.....	50 00
	23	do.....	404 80		30	By D. E. Iszard, note, \$525, less discount, \$3.67.....	521 33
	24	do.....	162 50				
	27	do.....	46 15	Feb.	13	By New York, check.....	1,645 37
Feb.	3	do.....	854 70		28	By C. P. Stratton, check.....	50 00
	3	do.....	25 00	March	6	By C. P. Stratton, check.....	160 88
	5	do.....	129 30		16	By J. R. Tarton, check.....	100 00
	8	do.....	80 00		27	By Trenton Banking Company, N. J., check.....	30,190 00
	15	do.....	150 00	April	6	By Trenton Banking Company, N. J., check.....	375 00
	17	do.....	17 00		6	By Joseph J. Read, check.....	375 00
	34	do.....	25 00		8	By J. T. Nixon, check.....	856 75
	24	do.....	212 00		8	By R. S. Jenkins, check.....	130 00
	25	do.....	25 00		11	By Norristown, Pa., check.....	225 00
	25	do.....	50 00	May	19	By G. F. Fort, check.....	350 00
	26	do.....	100 00	June	1	By J. W. Scudder, check.....	250 00
	28	do.....	30 00		1	By J. P. Bradley, check.....	41 00
March	2	do.....	468 00		8	By cash.....	150 00
	4	do.....	80 00		8	By cash.....	372 83
	6	do.....	38 00		13	By Belvidere, N. J., check.....	455 96
	7	do.....	50 00		13	By J. T. Nixon, check.....	100 00
	9	do.....	25 00		27	By Trenton, N. J., check.....	375 00
	9	do.....	50 00	July	11	By cash.....	300 00
	10	do.....	99 09		13	By P. L. Voorhees, check.....	1,368 89
	16	do.....	50 00		20	By E. Brewer's note, \$500, less discount, \$5.83.....	494 17
	16	do.....	30 00	Sept.	8	By G. M. Robeson's note, \$750, indorsed by A. C. Scovel, less discount, \$13.85.....	736 15
	18	do.....	175 00		9	By cash.....	30 00
	21	do.....	30 00		21	By cash.....	25 00
	28	do.....	27,800 00	Oct.	5	By Camden and Atlantic Railroad, check.....	50 00
	28	do.....	805 00		5	By C. P. Stratton, check.....	400 00
	28	do.....	25 00		7	By Trenton, N. J., check.....	375 00
	28	do.....	750 00		13	By J. M. Robeson's note, \$1,000, less discount, \$5.83.....	994 17
	30	do.....	30 00		26	By H. N. Congar, check.....	1,000 00
	31	do.....	100 00	Nov.	2	By J. M. Harrison, check.....	250 00
	31	do.....	50 00	Dec.	1	By W. L. Dayton, check.....	530 00
April	6	do.....	200 00		1	By A. C. Scovel, check.....	363 08
	6	do.....	187 50		5	By A. H. Slapes, check.....	200 00
	6	do.....	130 00		23	By B. Gummerc, check.....	2,116 65
	7	do.....	100 00		28	By North America, Philadelphia, check.....	53 41
	8	do.....	25 00				
	9	do.....	30 00				
	10	do.....	165 00				
	11	do.....	80 00				
	11	do.....	575 75				
	13	do.....	9 62				
	18	do.....	50 00				
May	5	do.....	80 00				
	8	do.....	152 27				
	13	do.....	66 52				
	13	do.....	50 00				
	15	do.....	100 00				
	15	do.....	484 54				
	20	do.....	30 00				
	23	do.....	50 00				
June	1	do.....	217 00				
	2	do.....	100 00				
	4	do.....	50 00				
	5	do.....	80 00				
	19	do.....	30 00				
	22	do.....	50 00				
	22	do.....	75 00				
	22	do.....	200 00				
	27	do.....	100 00				
	29	do.....	100 00				
July	13	do.....	955 14				
	16	do.....	700 00				
	17	do.....	30 00				
	18	do.....	350 00				
	20	do.....	497 00				
	22	do.....	100 00				
Aug.	12	do.....	198 00				
	17	do.....	100 00				
	17	do.....	100 02				
	22	do.....	90 45				
Sept.	4	do.....	100 00				
	5	do.....	35 00				
	5	do.....	10 00				
	9	do.....	20 00				

DR. *George M. Robeson in account with National State Bank of Camden—Cont'd.* CR.

1868.						
Sept.	10	To check paid.....	\$25 00			
	10	do.....	50 00			
	14	do.....	126 00			
	14	do.....	50 00			
	15	do.....	20 00			
	19	do.....	75 00			
	23	do.....	29 26			
	26	do.....	100 00			
	28	do.....	114 65			
	29	do.....	67 75			
Oct.	2	do.....	212 50			
	7	do.....	94 00			
	7	do.....	30 00			
	9	do.....	150 00			
	12	do.....	35 00			
	12	do.....	400 00			
	13	do.....	58 00			
	14	do.....	44 74			
	15	do.....	100 00			
	27	do.....	60 00			
	29	do.....	250 00			
	30	do.....	200 00			
	31	do.....	100 00			
Nov.	2	do.....	450 00			
	2	do.....	300 00			
	3	do.....	50 00			
	7	do.....	166 66			
	9	do.....	100 00			
	11	do.....	350 00			
Dec.	2	do.....	150 00			
	12	do.....	47 00			
	12	do.....	22 00			
	15	do.....	100 00			
	19	do.....	400 00			
	21	do.....	150 00			
	22	do.....	100 00			
	24	do.....	100 00			
	24	do.....	10 00			
	24	do.....	10 00			
	26	do.....	28 00			
	31	do.....	45 00			
		Balance to 1869.....	2,376 86			
1869.						
Jan.	2	To check paid.....	150 00	1869.		
	2	do.....	25 00	Jan. 1	By balance from 1868.....	\$2,376 68
	2	do.....	200 00	2	By State treasurer, N. J., check.....	375 00
	2	do.....	79 00	8	By Norristown, Pa., check.....	50 00
	9	do.....	85 00	28	By State treasurer, N. J., check.....	300 00
	12	do.....	258 50	Feb. 6	By Norristown, Pa., check.....	100 00
	16	do.....	250 00	20	By North America, Phila., check.....	58 90
	18	do.....	100 00	26	By Odessa, Del., check.....	25 00
	27	do.....	100 00	April 26	By Belvidere, N. J., check.....	327 12
	28	do.....	24 00	26	By Trenton, N. J., check.....	64 73
Feb.	2	do.....	13 50	26	By Trenton, N. J., check.....	936 75
	6	do.....	15 00	May 5	By J. M. Read, check.....	6,250 00
	9	do.....	13 50	12	By Trenton, N. J., check.....	810 18
	11	do.....	50 00	12	By Trenton, N. J., check.....	280 00
	12	do.....	98 49	14	By T. J. Cheeseman, check.....	2,660 00
	13	do.....	110 00	19	By State treasurer, N. J., check.....	300 00
	16	do.....	50 00	July 3	By A. G. Cattell & Co., note, \$10,000, less discount, \$178.89.	9,821 11
	26	do.....	100 00	3	By Trenton, N. J., check.....	345 82
	27	do.....	100 00	3	By New York, check.....	300 00
March	1	do.....	30 00	3	By Corn Exchange, Phila., check.....	300 00
	6	do.....	25 00	Sept. 30	By A. G. Cattell & Co., check..	178 88
	10	do.....	25 00	Oct. 5	By A. G. Cattell & Co., check..	81 67
	20	do.....	100 00	5	By A. G. Cattell & Co., note, \$5,000, less discount, \$82.64.	4,917 36
April	23	do.....	50 00	19	By Corn Exchange, Phila., check.....	552 50
	1	do.....	50 00	Nov. 17	By A. G. Cattell & Co., check..	2,300 00
	6	do.....	237 50	20	By Corn Exchange, Phila., check.....	36 20
	12	do.....	31 50	Dec. 14	Cash	1,166 90
	16	do.....	25 00			
	17	do.....	81 54			
	19	do.....	350 00			
	22	do.....	324 00			
	24	do.....	100 00			
	26	do.....	110 00			
	28	do.....	66 50			
	28	do.....	100 00			
May	3	do.....	78 04			
	4	do.....	200 00			
	5	do.....	85			
	12	do.....	150 00			
	13	do.....	80 00			
	14	do.....	149 71			

DR. *George M. Robeson in account with National State Bank of Camden.*

CR.

1870.					
Dec.	1	To check paid.....	\$250 00		
	28	do.....	1,114 00		
	29	do.....	35 00		
		Balance to 1871.....	79 49		
1871.				1871.	
Jan.	4	To check paid.....	39 00	Jan.	1
	9	do.....	1 25		By balance from 1870.....
	9	do.....	3,000 00	9	By Corn Exchange, Philadel-
	13	do.....	50 00		phia, check.
	14	do.....	20 00	9	By G. M. R., check on First
	18	do.....	175 06		National Washington.
Feb.	2	do.....	250 00	10	By G. M. Robeson, note,
Mar.	13	do.....	300 00		\$2,500, indorsed by A. G.
April	1	do.....	300 00		Cattell & Co., less discount,
	3	do.....	237 50		\$45.69.
	10	do.....	2,500 00	25	By Corn Exchange, Philadel-
July	10	do.....	200 00		phia, check.
	11	do.....	2,000 00	Mar 28	By Corn Exchange, Philadel-
Aug.	21	do.....	45		phia, check.
Sept.	11	do.....	500 00	April 10	By G. M. Robeson's note,
	12	do.....	1 96		\$2,000, indorsed by A. G.
Oct.	13	do.....	1,000 00		Cattell & Co., less discount,
Nov.	9	do.....	1,033 46		\$36.17.
1872.				10	By Corn Exchange, Philadel-
Feb.	5	do.....	20 00		phia, check.
	27	do.....	200 00	July 10	By Corn Exchange, Philadel-
					phia, check.
				11	By G. M. Robeson's note,
					\$1,000, indorsed by A. G.
					Cattell & Co., less discount,
					\$18.47.
				Aug. 22	By J. M. Robeson's note,
					\$900, less discount, \$15.82.
				Oct. 13	By Corn Exchange, Philadel-
					phia, check.
				Nov. 7	By C. P. Stratton, Philadel-
					phia, check.

Q. Commencing with the deposit side of your account, under date of July 2, 1869, I notice a deposit to the credit of Mr. Robeson of \$9,821.11. State of what that deposit consisted.—A. That was the proceeds of the discount of A. G. Cattell & Co.'s note for \$10,000, but I cannot say by whom that note was paid at maturity.

By Mr. BURLEIGH:

Q. If the check was handed over to him at any time within three, four, or six months, it would appear on the other side of your book, would it not?—A. If that was his check for \$10,000, used to pay that note, it would appear on the other side of the book.

Q. There is no evidence on the book that he paid the note himself?—A. No, sir.

Q. Is there any evidence in your bank as to who did pay that note?—A. I can't tell you that without examination. If that note was payable at our own bank, I could tell whom it was paid by. If it was payable at any other bank, I could not.

By the CHAIRMAN:

Q. Whenever A. G. or A. G. Cattell & Co. "Corn Exchange" appears in your transcript, that means, does it not, the check of A. G. Cattell & Co. upon the Corn Exchange Bank which has been passed on the credit of Mr. Robeson?—A. Yes, sir.

Q. Wherever "Corn Exchange" appears for any amount, as I notice it has in several instances, you are unable to state who was the drawer of that check on the Corn Exchange Bank?—A. Yes, sir.

Q. I would ask you now from your recollection, are they not the checks of A. G. Cattell & Co. upon the Corn Exchange Bank?—A. That I would be unable to say. I don't suppose I ever saw the checks.

Q. I notice on the 4th of January, 1870, Mr. Robeson's note for \$3,000, indorsed A. G. C.; who is that?—A. G. Cattell & Co.

Q. I notice April 5, 1870, Robeson, \$2,000, indorsed A. G. C.—A. That is A. G. Cattell & Co.

Q. I notice, also, July 7, 1870, J. M. Robeson, \$1,570.50, proceeds of which notes were passed to the credit of G. M. Robeson.—A. Yes, sir.

Q. I notice on the 11th of July, G. M. Robeson, \$1,500, indorsed A. G. C.—A. That is A. G. Cattell & Co. The proceeds of those notes go to his credit.

Q. Upon the 11th of October "Robeson," \$3,000, indorsed A. G. C. & Co.—A. That is A. G. Cattell & Co., the proceeds of which passed to credit of George M. Robeson.

Q. The next two entries below "Washington" are what, the first being for \$500 and the second for \$600?—A. Checks on some bank in Washington. I think that was the first

occurrence of a check on Washington being placed to his credit, and my own impression was that that was his own check on some bank there, passed to his individual credit here. A deposit on the 25th of November of \$2,000 was in bank-notes.

Q. I observe here, December 27, that a check of C. P. Stratton was given on the National State Bank, of Camden, for \$500. Who is C. P. Stratton?—A. He is a lawyer in Camden.

Q. He is a judge of one of your courts, is he not?—A. I think so at present.

Q. January 9, 1871, I observe an entry of G. M. R., "First National," Washington, \$650.—A. That was G. M. Robeson's check on the First National Bank of Washington, for \$650.

Q. January 10, Robeson, \$2,500, indorsed by A. G. C. & Co., the proceeds of which passed to G. M. Robeson's credit.—A. Yes, sir.

Q. April 10, Robeson, \$2,000, indorsed by A. G. C. & Co. That is A. G. Cattell & Co.?—A. Yes, sir.

Q. On July 11, Robeson \$1,000, indorsed by A. G. C. & Co. Was that for \$1,000 which passed to the credit of Mr. Robeson?—A. Yes, sir.

Q. I notice here, J. M. Robeson, under date August 22, 1871, note for \$900, the proceeds of which passed to the credit of G. M. Robeson.—A. Yes, sir.

Q. I also observe, November 7, C. P. Stratton's check on National State Bank, of Camden, \$1,300, in favor of G. M. Robeson.—A. Yes, sir.

Q. Turning to the debit side of his deposit account, I call your attention to date July 7, 1869, in which I find him charged with the sum of \$10,000. I ask you if that is the proceeds of the note of A. G. Cattell & Co. discounted upon the 2d day of July, 1869.—A. That I couldn't say.

Q. Could you not answer that upon looking at the state of his account and the dates?—A. No, sir; I could say that on the 2d day of July a certain amount of money comes to his credit. He may have had \$5,000 balance to his credit above that, and this \$10,000 being charged may be part of the proceeds of that note, and it may be part of some previous deposit.

Q. All then, that you pretend to say is, that the proceeds of the Cattell note had passed to his credit prior to the date of his check for that amount, and he checked upon the proceeds of that note; and whatever balance he may have had remaining to his credit in the bank?—A. I can say that on the 2d of July, the proceeds of A. G. Cattell & Co.'s note for \$10,000 was passed to Mr. Robeson's credit. On the 7th of July we charged to his account his check for \$10,000.

Q. That is to say, he drew the money out of the bank?—A. Yes, sir; that is, I can't say he drew it.

Q. But it was drawn on his check?—A. We paid G. M. Robeson's check for \$10,000 five days after the discount of that note.

By Mr. BURLEIGH:

Q. In the payment of the money from Mr. Robeson's deposit account, can you give the committee names of the parties to whom it was paid?—A. I cannot.

Q. Your books show from whom he received the money. I mean with reference to the discounted notes and the deposits from them and other sources. Now, can you say that in drawing his checks he did not draw them in favor of the same parties from whom he appears to have received the money for deposit?—A. That I couldn't say.

Q. To the best of your recollection, to whom was the bulk of these deposits paid?—A. That I am unable to answer.

Q. Don't you remember any particular name being prominent in the receipt of money from him at those times? It appears by your books that he was in the receipt of a good deal of money from the Cattells. Now, do you remember any particular party in favor of whom he drew checks at that time?—A. No, sir.

Q. If they had been in favor of any particular party would you have remembered it at this time?—A. These checks, when paid and charged to his account, did not come under my personal observation. If we paid his check for any amount it would be paid by the paying teller and charged to his account by the book-keeper, but would not come under my notice. We keep no record of whom the checks are paid to. These checks may have been given to somebody, or come to us through exchanges of the Philadelphia Bank.

PHILADELPHIA, April 14, 1876.

WILLIAM H. PAXSON sworn and examined.

By the CHAIRMAN:

Question. Are you the book-keeper of D. S. Stetson & Co.?—Answer. I am.

Q. In what business is that firm engaged?—A. They are ship-brokers and commission merchants.

Q. Of what members is it composed?—A. D. S. Stetson, sr., and D. S. Stetson, jr.

Q. Is anybody else interested in the firm in any way?—A. No, sir.

Q. How long have you been their book-keeper?—A. Twelve or fourteen years, I think.

Q. Do you know or have you any information of the extent of their dealings with the Navy Department of the United States in any way?—A. We ship a great deal of coal for the Department.

Q. Have their contracts or agreements with the Navy Department been for large or small amounts?—A. Sometimes they have been large in amount; that is, they have transported large quantities.

Q. Have their receipts from the Navy Department been large in amount for the service rendered of any character or description?—A. I do not know that I can answer that question.

Q. Have they furnished any coal themselves?—A. No, sir; none whatever.

Q. Have they furnished any articles of any description?—A. None whatever.

Q. No lumber, timber, coal, or stone?—A. Nothing of any kind or nature that I know of. We have from time to time furnished transportation.

Q. Yours has simply been a carrying or freighting trade, so to speak?—A. Yes; entirely so.

Q. You have freighted from point to point large quantities of coal and large quantities of iron?—A. No, sir; I do not know that it has been a large quantity of iron.

Q. Did not Stetson & Co., from the Kittery or Portsmouth navy-yard, carry, to Mr. John Roach a large quantity of iron?—A. There was some carried from there, but I cannot say to whom.

Q. Have they not from the Boston navy-yard?—A. I cannot say. Some from the East came this way, but what particular point it was from I do not know; whether it was Boston or Kittery. That is a part of the business I have little or nothing to do with.

Q. You know that from the entries upon your books, do you not?—A. Yes, sir.

Q. Has their principal business been in freighting coal?—A. Principally.

Q. Would your books enable you to state from whom the coal was obtained by the Department?—A. No, sir.

Q. What is the nature of the entries upon your books; for instance, in coal shipped from this point to Mare Island?—A. We would not make such an entry.

Q. How would such a transaction appear upon your books?—A. It would not appear.

Q. At the present time what is the Navy Department or the Bureau of Equipment thereof indebted to your firm?—A. I cannot say positively. I think there is a little bill due.

Q. Have you any approved bills that are unpaid?—A. I think we have one, although I will not be positive about that.

Q. What amount do you think it is, if there is such a bill?—A. It is quite small, if any; say a couple of hundred dollars.

Q. Do you know whether your firm enters into joint account with any one in this shipping business for the Navy?—A. No, sir.

Q. Are there no entries upon your books showing that state of facts; say Stetson & Company and myself, for illustration, enter into a partnership for one transaction, so to speak?—A. You might call it a partnership; we have divided commissions.

Q. With whom?—A. With numbers of parties; with owners or agents of ships.

Q. With A. G. Cattell & Co.?—A. I believe there were a couple of instances where the Cattells received a commission from us.

Q. To what extent?—A. Some time in January last they received about \$720, I think. In 1872 they also received a commission.

Q. In no other instance?—A. No, sir.

Q. Do not your books show that from time to time the firm of Stetson & Co. have paid to A. G. Cattell & Co. certain moneys either in the shape of profits, or fees, or commissions?—A. No, sir; not except in that instance that I speak of.

Q. Suppose the firm had paid it would it appear?—A. It would.

Q. Do the books of your firm show any fee or commission paid to C. T. Stratton?—A. No, sir; I do not think I ever heard of that name.

Q. Do they show any paid to Joseph Price?—A. No, sir.

Q. Do they show that any was paid to A. W. Russell?—A. No, sir.

Q. Or J. O. Bradford?—A. No, sir.

Q. Do they show that any was paid to any other person not regularly engaged in the grain trade?—A. No, sir.

Q. Do your books show any payment or loan of money to R. W. Shufeldt?—A. No, sir.

Q. To J. W. Morehead?—A. No, sir.

Q. To J. F. Dennison?—A. No, sir.

Q. F. H. Stickney?—A. No, sir.

Q. Do your books show any loan of money to George M. Robeson?—A. No, sir.

Q. Or any transactions with George M. Robeson?—A. None whatever.

Q. Do your books show any transaction other than these two which you have named with the firm of A. G. Cattell & Co.?—A. Yes, sir; considerable.

Q. Do your books show any large sums of money paid to A. G. Cattell & Co., or to E.

G. Cattell?—A. They show sums of money paid to A. G. Cattell & Co., but not in connection with any naval business.

Q. Do they show any sums of money paid to E. G. Cattell alone?—A. No, sir.

Q. It has all been paid to A. G. Cattell & Co. alone, has it?—A. I cannot say whom these two amounts that I speak of were paid to excepting by the check-book, which shows that E. G. Cattell received this last check.

Q. That was in January last?—A. Yes, sir. As for payments to A. G. Cattell & Co. we have made a good many, but they are more in the nature of mutual loans than anything else. When we were short we borrowed of the Cattells, and they would repay us in the same way.

Q. Can you tell, by reference to your cash or check books, the amounts of money independent of any loan or exchange of paper on mere loan account, paid to A. G. Cattell & Co., or E. G. Cattell individually, or A. G. Cattell individually?—A. No, sir.

Q. Suppose the firm of Stetson & Co. had paid to Mr. E. G. Cattell the sum of \$1,000 to-day, where would that transaction appear?—A. It would depend on what it was for. It would appear in our cash-book, of course.

Q. Then it would be entered upon your cash account, would it not?—A. Yes, sir.

Q. Is your cash account transferred to the ledger, or is it simply kept in the cash-book?—A. It is in the ledger, the regular ledger of customers.

Q. Then it would also appear if A. G. Cattell & Co. had been paid?—A. It might, or might not; those two amounts that I have spoken of were simply charged to commissions and the checks were handed to Mr. Stetson. Whom he gave them to I do not know.

By Mr. BURLEIGH:

Q. It was understood by you that they were to go to Mr. Cattell?—A. Yes, sir.

Q. I understand you that your firm does a shipping business as ship-brokers?—A. Yes, sir.

Q. You are in the habit of chartering vessels to carry coal?—A. To carry anything.

Q. If a party came to you to make a charter would he give you an order to give to the captain of the vessel to get his cargo?—A. I do not know how that is managed.

Q. When you make a charter for a coal-vessel, do you not know on whose account the coal is, whom it has been furnished from, and whom it belongs to?—A. Only from the wharf where the vessel is ordered to load up.

Q. Certain wharves are in the possession of certain men, of course, at all times?—A. Yes, sir.

Q. Whom did the Cattells buy this coal of, or to what wharf were the vessels sent to load?—A. I do not know that they bought any.

Q. What was that commission for which was paid to the Cattells?—A. In 1872, there were several charters. My impression is that it was paid for coal.

Q. It was for giving you charters?—A. No, sir. I do not know what particular relation they had to it.

Q. But you understood they had some relation to it in connection with the Navy?—A. I understand that they had some relation to it.

Q. In connection with the Navy?—A. I only presumed that part. It was Navy coal.

Q. Did you understand them to be acting as merchants in behalf of the Navy?—A. I did not know how that was. I was merely, as I am now, a book-keeper there.

Q. You stated you could tell by the wharf and where the vessel was ordered to, whom the coal was purchased from?—A. I could only infer that. We had nothing to do with purchasing the coal. If the vessel had been ordered to your wharf we would presume that she was loading your coal.

Q. At whose wharf generally was the vessel ordered under these instructions?—A. At no particular wharf; at any of these wharves along Richmond.

Q. Who would know the particulars in regard to this transaction, that is, as to whom the coal was purchased from?—A. Mr. Stetson might know.

Q. Do you know that this was a commission given to Cattell, or do you know that it was a gratuity to Mr. Cattell?—A. I do not know why we should give him such a present.

Q. You get your commissions from the captain of the vessel?—A. Yes, sir; from the vessel.

Q. And part of that commission you understood was given to Mr. Cattell?—A. I understood so.

Q. That was in the shape of these two checks covering several vessels?—A. Yes, sir.

By the CHAIRMAN:

Q. Where is Stetson, the senior member of your firm?—A. He has been absent since Tuesday two weeks out West.

Q. Have not the firm of Stetson & Co. done the principal part of the carrying for the Navy Department within the last three or four years?—A. I think they have for the last couple of years. I do not remember trither back than that.

By Mr. BURLEIGH:

Q. Who generally owned these vessels that carried coal for the Navy?—A. Well, almost everybody.

Q. Did your firm own any of them?—A. Yes, sir. That is, when I say "own them," I do not mean that they own them entirely; they own shares.

Q. You were interested in the vessels?—A. Yes, sir.

Q. Who fixed the price of the freight with the Cattells for carrying coal in these vessels belonging to your concern?—A. The prices were fixed at the navy-office.

Q. By the purchasing-paymaster here, or by the bureau in Washington?—A. The bids used to come in usually at the navy-office here.

Q. Did you not carry the coal on what they call open contracts?—A. Not often, I think. However, as I have said before, it is a part of the business that I really know little or nothing about.

Q. You did sometimes carry coal on open contracts where there was no advertised bid—A. I cannot state when or where that was done.

Q. Do you not know of any instance?—A. I cannot call one to mind.

Q. Is there much competition in this bidding for carrying freight for the Navy, to your knowledge—say coal, for instance?—A. As I have said, it is a part of the business that comes but little or not at all under my notice. There must certainly have been competition; and there was. I know of such instances.

Q. Do you know whether or not this money paid to Mr. Cattell would or would not place your firm on the inside track with the Department? Was it not with that view that the money was given?—A. No, sir; I do not know that it was.

By Mr. BURLEIGH:

Q. Do you know whether your vessels have carried most of this coal for the Navy for the last few years?—A. No, sir; whatever vessels happened to be here that we did business for; we put our own on a par with the others.

Q. Do you know whether your firm has had the most of the contracts for the last two years?—A. My impression is that we have.

Q. More than half at least?—A. I think so; yes, sir.

PHILADELPHIA, April 15, 1876.

WILLIAM H. PAXSON recalled.

By the CHAIRMAN:

Question. Since you were last before the committee, have you looked over the commission account of your firm?—Answer. I have.

Q. Are you now able to state anything in addition to the amounts already furnished by you as paid by the Messrs. Cattell?—A. No, sir; not a dollar.

Q. What do you say as to any commissions being paid to any one connected with the public service?—A. I say the same about that; we have never paid a dollar.

Q. Have you looked over the account of Cattell & Co. and the account, if any, of E. G. Cattell or A. G. Cattell, and if so, do they show any other sum of money paid by your firm or either of them, other than the amount you have already stated?—A. We have no account with A. G. Cattell, and never have had; we have no account with E. G. Cattell; with A. G. Cattell & Co. we have an account, which, with the exception of loans, shows \$1,396.67 paid them since 1871. The first charge is June 9, 1871, and the account runs up to to-day.

Q. And the loans which you say are excluded, were entirely accommodation loans as shown by your books?—A. Yes, sir.

Q. You have no charge upon your books against A. G. Cattell & Co. since the year 1872?—A. No, sir.

By Mr. BURLEIGH:

Q. Is that a charge?—A. It is not a charge; we had a line of steamers that ran from Providence, which came to their wharf, and that \$1,396.67 is simply the wharfage paid by us to them. This account is separate and independent of the amount paid to A. G. Cattell & Co. on commissions on freight as I stated in my testimony delivered on yesterday.

Q. What does the amount \$1,293 30 represent?—A. I was asked to find out from the account what other moneys we paid them. It further appears that the sum of \$1,293.30 has been paid by the firm to A. G. Cattell & Co.

Q. That is upon what account?—A. For sundry merchandise furnished by A. G. Cattell & Co. to D. S. Stetson; there also appears the further sum of \$101.81 paid them on the 14th August, 1875, on a charter of a schooner from Philadelphia to Portugal on a cargo of grain.

PHILADELPHIA, April 21, 1876.

FRANKLIN B. COLTON sworn and examined.

By the CHAIRMAN :

Question. What position do you hold ?—Answer. I am treasurer of the American Dredging Company.

Q. State the extent and number of the contracts which your company have had with the Navy Department.—A. Our contracts have been mostly for dredging and pile-driving, or foundation work, with the exception of recently, when we have had two or three contracts for removals. That was in connection with the removal of the navy-yard. The contracts were for dredging, filling in, and piling. There has usually been a contract made each season, at the beginning of the season, which has extended through the season. The first contract was for dredging, filling in, and building a tramway across League Island. The next one after that was the following year, when we had a contract for filling in and for putting in foundations. I think that was embodied in two contracts, one for dredging and filling in, and the other for putting in foundations for what is called the yard and docks building. The next one after that was the contract for putting in foundations for the iron-plating shop. The next was for the steam-engineering shop, and the next was for the continuation of the filling-in work. The next was for foundations of the commandant's office buildings, and the removal of the surgeon's building from the old yard to the navy-yard at League Island, and the removal of other buildings in the old yard, being the engineer's building and the police headquarters, I think, to higher ground, and making foundations for them.

Q. Have you any continuous or running contract now existing between your company and the Navy Department ?—A. No, sir; except for the foundations of buildings; we took a contract for foundations of buildings, furnishing material, driving piles, stones, concrete work and masonry; those contracts are continuous, that is, they are not closed, the work was stopped before completion.

Q. Still you regard them as existing contracts ?—A. Yes, sir.

Q. Speaking in round numbers, what is the amount of your contracts, taking them in the aggregate ?—A. I should think they would approximate \$275,000 to \$325,000 altogether. They have not been continuous. We have done probably from \$5,000 to \$20,000 a month at times, and then again we have not done any work for several months in succession.

Q. Has your company paid any fees or commissions to anybody ?—A. No, sir; not since the early part of our work, and then we did not do it in the form of a fee or commissions; it was voluntary.

Q. To whom did you pay anything ?—A. The first that we paid was a voluntary contribution we were asked for by Mr. E. G. Cattell.

Q. What was the amount paid Mr. Cattell ?—A. I think, altogether, in the neighborhood of \$4,000; it was between \$4,000 and \$4,700.

Q. State to the committee how you happened to term it a voluntary contribution ?—A. We were the only parties engaged in that peculiar kind of work in this part of the country, and were the only ones fitted for doing that work. At that time we had locomotives, cars, dredging apparatus, and pile-driving machinery. Previous to that we had not had any acquaintance with the Cattells; we only knew of them as neighbors, who lived just above us. We never had any business connection with them; we bid for the work at that time, and we thought that Mr. Cattell had more or less influence in obtaining it; we thought possibly that we might require bonds or sureties, and that we might require special recommendations. We consulted Mr. E. G. Cattell in reference to it at that time. Mr. Cattell was anxious to have us do the work, as we were a Philadelphia concern, and had been in the habit of taking large contracts, say to the amount of \$150,000 or \$200,000, from various corporations, and we had ample machinery for doing so; he thought we were the best fitted for taking such contracts.

Q. Could you not rely upon the merits of your company alone with the Navy Department without any voluntary contributions to any one to aid you at that time ?—A. I think we might have done so, but I did not know whether we could or not; we did not voluntarily contribute just at that time.

Q. When was it that you did contribute ?—A. It was some little time afterward; we had no acquaintance whatever with the Department.

Q. Had you not previous to that time sold to the Department one or more dredging-machines ?—A. No, sir; not during Mr. Robeson's secretaryship; the Secretary of the Navy at the time we sold the dredging-machines was Mr. Borie, with whom we had never been acquainted.

Q. Did you voluntarily contribute to anybody to aid you in selling the dredging-machines to Mr. Borie ?—A. No, sir; they were bid for. We did not know a soul in the Department at that time.

Q. How long after you obtained your first contract before you contributed to Mr. Cattell ?—A. It was nearly a year afterward, I think.

Q. If you had been successful in securing your contracts with the Navy Department, what use or necessity was there for the payment of anything to Mr. Cattell ?—A. There was not any real necessity for it whatever. At the time that I first saw Mr. Cattell with re-

gard to it I thought that there was going to be a great effort made on the part of others to secure that work. I did not know what influence they might bring to bear to secure it, and thought possibly that Mr. Cattell might do us a favor. He offered to do it gratuitously, making no charge and demanding no commission.

Q. What influence did you suppose he possessed at that time?—A. I thought that he might, perhaps, possess some influence through his brother, Senator Cattell. A. G. Cattell had been very active in urging the adoption of League Island as a naval station previous to that time.

Q. Do you know what was paid or given to A. G. Cattell for his efforts in having League Island established as a navy-yard?—A. I do not,

Q. Did you contribute any money for that purpose?—A. No, sir.

Q. Did your company?—A. No, sir.

Q. Have you not within the last year paid to Mr. E. G. Cattell a sum of money or given him a note of your company for a sum of money?—A. No, sir. I think possibly a year ago or more I borrowed a sum of money from Mr. Cattell. I got him to discount a note. We were then very short of money. I think that was in the neighborhood of a year ago.

Q. How much was that for?—A. It was not a very large amount; it might have been in the neighborhood of \$1,500. I don't think it was more than that.

Q. If you gave a \$3,000 note, what was that for?—A. I don't remember.

Q. If it was signed by you as the treasurer of the company, what was it given for?—A. It was signed by me, as treasurer, I recollect. I know I went to him; we were very short of money; our work had been stopped. I got some money from him, and got him to get a note discounted for me, which I paid.

Q. Where was that note discounted?—A. My recollection of it is that we paid that note at the Corn Exchange Bank.

Q. Was any note of your company discounted in Washington City?—A. Not that I know of. There might have been notes of our company discounted in Washington, because we had connections there. We were doing work there. I don't remember that fact.

Q. Is any one connected with the Navy interested as a member of your company?—A. No, sir.

Q. Mr. Prindle, who was formerly civil engineer here, is now in your employ, is he not?—A. Yes, sir.

Q. Your first contracts with the Navy Department were made upon estimates made by him, were they not?—A. No, sir; the first contract we had in the Navy Department the work was done under Mr. Prindle's supervision and direction, but not by estimates. We had an engineer at that time named A. J. Holroyd who made our estimates for us.

Q. Have you paid any other sums of money to Mr. E. G. Cattell than those named?—A. No, sir.

Q. Have you paid any money to Mr. Del. Noblitt?—A. No, sir; I hardly have a speaking acquaintance with Mr. Noblitt. I know him by sight and that is all.

Q. Have you paid no other fees or commissions in connection with naval contracts to any persons other than Mr. E. G. Cattell?—A. No, sir; to nobody else. When we first took hold of that work it required an outlay, I think, in the neighborhood of \$40,000. We had to build tramways, provide railroad iron, locomotives, &c. For the first year or so our work was very unprofitable to us.

Q. Is your company interested in a stone-quarry near Conshohocken?—A. No, sir.

Q. Have you no interest in any other company, or stock?—A. No, sir; we are interested in another dredging company in New York now, but we have not been till within a year or two.

Q. Who compose the American Dredging Company?—A. It is an incorporated company. We have, I should think, about fifty stockholders, perhaps more. I am the principal stockholder, and have been since about the time of the organization of the company.

Q. Do you know whether any stock in that company is held by Mr. A. G. Cattell or Mr. E. G. Cattell?—A. By neither of them.

Q. Or by any one connected with the naval service?—A. No, sir.

Q. How many dredging-machines have you sold to the Navy Department?—A. Four, I think.

Q. You say the first was sold during the time Mr. Borie was Secretary of the Navy?—A. They were all sold together. All within a very short period of time.

Q. State if when first sold to the Navy Department there was not some difficulty as to their reception.—A. No, sir; with the exception of one, and that was very slight. It was a difficulty that was overcome in a couple of hours.

Q. State whether your company did not receive part payment for them before they had been inspected?—A. Yes, sir; that was according to our contract.

Q. That payment was made to Mr. John O. Evans, was it not?—A. No, sir; it was made direct to us.

Q. Was John O. Evans interested in the sale?—A. He was at that time interested with us; interested in our company. He was a stockholder in the company at that time. He was interested with us in dredging in Washington.

Q. Was he not your security under the proposition that you made to the Navy Department?—A. I don't know that he was expressly, but he was in one of the contracts.

Q. For and on account of that, did you pay to anybody any fee or commission?—A. No, sir; none whatever. At that time there was a man named Evans who was a kind of shyster around here, who came to us representing himself to be an agent of the Navy Department in Washington. He wanted to buy dredges or get the refusal for the purchase of dredging-machines. I did not know him, never saw him before and did not know who he was. He represented that he was an agent and had authority to buy dredging-machines. He came to us recommended by a man whom we did know, in Philadelphia, and it was the first intimation that I had that any machines were wanted by the United States Government. I learned through Mr. John O. Evans, who was at that time a correspondent of ours, that machines were wanted for the Navy Department. I afterward learned the character of this other man Evans, and refused to have anything to do with him. I think the machines were wanted by the Navy Department in the Philadelphia and New York yards.

Q. Did W. B. F. Sanger, chief engineer, make a certificate in your favor upon which you drew the first sum of money paid to you, and that prior to the regular inspection made under the orders of the Secretary of the Navy?—A. That I could not answer, because these payments were made to us from Washington. We received our money from Washington, and not through any third parties that I know of. It came to us direct from the Bureau of Yards and Docks.

Q. Do you remember that Mr. Sanger made such a certificate?—A. I remember that he did not so far as I know. I remember that Mr. Sanger was one of a board to make inspection and pass upon our machines. I don't know whether he was chairman of the board or not. I never saw one of the certificates.

Q. Do you remember about the fact that your proposal was not the lowest bid?—A. It was the lowest responsible bid. There was a lower bid than ours made by this man Evans, who was not in the dredging business, but who was an irresponsible man, at that time bearing a very bad character. Ours was the lowest bid of any responsible manufacturer of dredging-machines at that time.

Q. Do you remember that Mr. John O. Evans, who was interested with you in a dredging-machine, went before the head of the bureau or his chief clerk and made the statement which you now make, that the other Mr. Evans was irresponsible and that that statement was made by him prior to the awarding of the contract?—A. No, sir; that is not so, so far as I know. It might have been made some time when I was not present, but I was present on the opening of the bids for the dredging-machines and my recollection now is that Mr. John O. Evans was not present at that time.

Q. The contract was not awarded on the day the bids were opened, was it?—A. No, sir.

Q. It was not awarded for some time thereafter, was it?—A. No, sir; it was referred, if my recollection is correct. It is a number of years ago, and my memory is not clear on that subject. This occurred eight or nine years ago, I think.

Q. When it was referred to whom was it referred, if you remember?—A. That I cannot answer.

Q. Have you any knowledge or information that Mr. John O. Evans appeared before these referees?—A. No, sir; I never had any knowledge that he did. We were requested to make detailed plans and specifications of our machinery and furnish them for the Department, which we did.

Q. Have you any knowledge or information that any gifts, presents, or rewards of any description have been made from parties contracting or dealing with the Department, to any officer, agent, clerk, or employé thereof?—A. No, sir; I have not. So far as we are concerned I am sure there has not been any such thing.

Q. What do you know of such gifts, presents, or rewards made to the members of the families of those in the naval service?—A. I know of no such thing.

By Mr. BURLEIGH:

Q. Are pitch-pine piles recognized as being good?—A. Yes, sir, they are. They are next to oak, and superior to oak where they are exposed to weather in this locality.

Q. In regard to the first conversation with Mr. Cattell you say that he did not demand any money from you?—A. No, sir.

Q. Did you not go to them with the idea of securing their services and intimate to them that you would be glad to pay them for assisting you?—A. No, sir; we had no acquaintance with them at that time.

Q. At the time that you did make their acquaintance did you do so?—A. No, sir; not at all. I went there and introduced myself, representing the company. I went to them, told them what facilities we had, what machinery we had, and what work we were doing, where we were doing it, and what means we had for doing that work. I claimed, at that time, that we were the best situated for doing such work of any concern in the country.

Q. You put it solely on the ground of your being from Philadelphia and requested his assistance on that account?—A. Yes, sir; also as being neighbors, I think, although we had had no business with him and no former acquaintance.

By Mr. JONES:

Q. I understood you that this man Evans came to you with a letter of recommendation?—A. Yes, sir.

Q. Who recommended him to you?—A. A timber-man whom we had been dealing with fifteen or twenty years, named George Stocking. I learned afterward that Evans had been acting as his agent, doing a large amount of business. Evans was a kind of small naval contractor. Stocking belonged in Philadelphia.

Q. Did you ever pay any one, directly or indirectly, any money except as you have stated?—A. I never did. We did not think it was necessary. Our business is a very large one, and we claim to do our work at as low a price as anybody in the country. We are bidding for Government and other work all the time. We did our work as low as anybody could have done it, and therefore did not think it was necessary to pay a commission, and, in fact, we were never asked for a commission.

PHILADELPHIA, April 17, 1876.

STEPHEN FLANAGAN sworn and examined.

By the CHAIRMAN:

Question. I notice on the books of A. G. Cattell & Co. that from time to time various sums of money have been paid to your firm, alleged to have been upon land in Washington City. State to the committee what connection that is in, and to what extent it has been carried on.—Answer. Mr. A. G. Cattell has an interest of one-eighth in a certain piece of ground which we have there, amounting in the neighborhood of 40 acres, situated on what we call Capitol Hill. It commences on both sides of the Government reservation and extends east. It extends on the right-hand side as you go down. The largest portion of it is on the right hand going down East Capitol street. We commenced on the east side of Eleventh street. We had but a little on the west side of Eleventh street.

Q. His interest is one-eighth?—A. Yes, sir, it will be when he pays the principal. He has never paid the principal.

Q. What is the principal?—A. \$12,100. He pays the interest on it regularly every six months. The taxes and the expenses for improvement he pays one-eighth regularly, as those expenses accrue.

Q. These payments are made by whom?—A. They are collected from his office, and I think generally by the checks of the firm. I am not positive about that. I have often been there to talk about certain improvements, and persons offering to purchase, and his brother Elijah never would have anything to say about it. I never could get him to agree to anything or say anything about the property. He said Alexander had charge of that, and it was his business and not his, (Elijah's.) I do not believe from that that Elijah has anything to do with it. There has never been any deed made to Mr. Cattell for the property. It all stands in my name, and will stand in that way until he pays for it.

Q. Have you any reason to believe that anybody else is interested with A. G. Cattell in that purchase?—A. No, sir; I have not the slightest idea that anybody is interested but himself. I never heard it mentioned at any time. He never has said anything to me that would lead me to suppose that anybody was interested with him.

Q. Have you any knowledge or information that the Secretary of the Navy has any investments in conjunction with either of the Messrs. Cattell?—A. No, sir, I do not know of anything. I never heard of anything except as I have heard statements in the papers.

By Mr. HARRIS:

Q. I understand you to say that Mr. A. G. Cattell has a one-eighth interest in that property?—A. Yes, sir.

Q. Who owns the other seven-eighths?—A. My brother and myself own six-eighths, and Mr. Allen, the builder in Philadelphia, who is owner of a mill and manufacturer of mill-work for houses, owns one-eighth. His interest is paid up. We purchased it ourselves. There was a gentleman also named Brown, in Washington, of whom I bought the interest in order to buy it for Mr. Cattell. Brown has now failed.

Q. Was that S. P. Brown?—A. I do not know his name. He is an old gentleman who has gone to pieces lately. He is in the real-estate business. It is not the Mr. Brown who is figuring in Washington now, however. The property that we hold for Mr. Cattell we bought of him. We bought that, and agreed to carry it for Mr. Cattell for a certain length of time. The time has, however, expired long ago. As I have heretofore said, Mr. Cattell pays his interest on it regularly.

PHILADELPHIA, April 19, 1876.

A. W. RUSSELL sworn and examined.

By the CHAIRMAN:

Question. What is your position in the United States Navy?—Answer. Pay-inspector.

Q. How long have you been on duty in the position?—A. I was ordered to report on the

1st day of October, 1870, as purchasing and disbursing paymaster, and was relieved on the 1st of October, 1873, and ordered to the duty of inspector of provisions and clothing at the Philadelphia navy-yard, where I remained until the 15th of January, 1874, when I was ordered back.

Q. While on duty here, you were what is generally known and termed as the purchasing-paymaster?—A. Purchasing and disbursing paymaster.

Q. Has any person who, at any time, was a contractor with the Navy Department, or who in any capacity was a dealer with you as an agent of the Navy Department, been your bondsman as such paymaster?—A. No, sir.

Q. Have not Mr. Del. Noblitt, or Mr. John Noblitt been on your bond?—A. No, sir; my bondsmen are residents of Washington, and have been on my bond, renewing and signing the new bond as the time came around. I have generally anticipated the renewal of the bond without a call from the Department, and would have done so in the last case, but my going to Washington was postponed for some cause, and I did not arrive there until directly before I received a call. I went down and got my old bondsmen to go upon my bond, one of whom is my father-in-law, who is a resident of Washington, and the other is a merchant of Washington, with neither of whom have I dealt to the amount of one cent for the naval service.

Q. State if, since you have been here, Messrs. Noblitt, Brown & Co., D. & J. Noblitt, and Mr. Dell Noblitt have not been large dealers with you as such paymaster?—A. Yes, sir; they have furnished a good deal of material. The firm of Noblitt, Brown, Noblitt & Co. has been the firm of which I have purchased miscellaneous and general requisitions. If I had a requisition comprising a great variety of articles, some of them not usually kept in one store, but which have had to be hunted up, they have always procured them at the market price and furnished them. They generally received such requisitions, and also others in which the number of articles required were not so numerous. Some requisitions comprise a number of very small articles of a very small cost, but which are necessary to have. It takes some trouble to get them together. Other requisitions would comprise, perhaps, one item.

Q. State in what consists the protection of the Government as to prices of articles purchased by a purchasing-paymaster.—A. The carefulness of the purchaser in seeing that the Government does not pay more than the market values; that he gets them at the lowest possible price.

Q. The only protection, then, is in his integrity?—A. His integrity. The officer also who makes the requisition makes an estimate. He makes his inquiries and sends this requisition as an estimate of the probable cost. That is a guide to the purchasing-officer to see that it should not be exceeded, unless there is no answerable reason why it should be. His own inquiries, the current prices as reported in the papers, his knowledge of the cost of articles previous, in fact his education in the business of purchasing, all aid him, together with his own integrity, in making such purchases.

Q. By law or by custom there is no inspection over the action of the purchasing-paymaster by any other tribunal?—A. There is an inspection of the article at the yard, and if I were inspector at the yard, and an article was sent down that I knew was beyond the proper cost, I should certainly reject it as an inspector, as being too high, and make my report accordingly. The commandant of the yard would then examine into the matter.

Q. There is no board to inspect property when it is returned to the yard, is there?—A. O, yes. The officer making the requisition is the inspector, and he has to certify that he has inspected it, and that it is a proper charge.

Q. Are you not mistaken as to that? The officer who makes the requisition for a given article simply determines the question of whether the quantity and quality is such as he has required.—A. I think that his functions go beyond that. At least when I was inspector I certainly looked at all the prices when articles came to me, to see that they were not excessive. If I saw any article upon which the charge was excessive, I took action upon it.

Q. Has your attention been called to the fact that since you have been here questions have arisen as to the fact that the prices paid were in excess of the estimates?—A. O, yes. Several instances of that kind occurred. In some cases it was because there was an improper estimate as to quantity. For instance, in the case of a piece of iron worked up, their estimate would be very much below the real weight when the iron was worked up; that would make the cost very much greater than the estimate. Whenever my attention has been called to it, I have always given an explanation, and the reason, fully and at large, to the commandant, if desired, and to the bureau, if called upon so to do.

Q. Has your attention been attracted to the fact that it occurred more in one branch of the service, that is to say, the civil engineer's, construction, and steam-engineering, than in any other?—A. My attention has been called to the difference between the cost and the estimate, I think, more frequently in the civil-engineering department—the Bureau of Yards and Docks—than in any other, and in every instance I have made the explanation which I thought was satisfactory. If it was not satisfactory I did not know it.

Q. Was that during the period of time that Mr. Prindle was civil engineer?—A. Yes, sir.

Q. Were the mistakes, so to call them, marked and frequent during the time that he held that position?—A. No, sir; not very frequent. I have a record of all those complaints. I do not think there were more than a half a dozen.

Q. From whom, principally, have you made your purchases since you have been purchasing-paymaster here?—A. I have made them from a great many merchants in the community. Carpets I have bought from carpet-men. Miscellaneous articles and furnishing outfits for officers' quarters I have bought from Noblitt, Brown, Noblitt & Co., together with some hardware. Under the direction of the Bureau of Steam-Engineering, I bought oil. Coal I have obtained from coal-men. Gas-fixtures from gas-men.

Q. Who have been the largest dealers with you?—A. I think that I have paid more money, possibly, to coal-men than to any other class.

Q. What one firm among the coal-men?—A. The firm that sold me the coal at the lowest price. I have bought a good deal from the Reading Railroad Company, from John Street & Co., and also from Mr. Whittaker. I could not say which had furnished the most: ten thousand tons, perhaps, would be furnished by one man, and that would be perhaps more than I would order from another man if I gave him every order for several months.

Q. Within the last two years have not the principal part of your purchases of coal been made from Mr. Street?—A. I think probably they have been, as compared with any one other here, but I do not think I have bought of Mr. Street more than I have from all others. I think about two years ago the Reading Railroad Company was the successful bidder.

Q. Assuming that, within the period of time in which you have been purchasing-paymaster at this place, you have from the Messrs. Noblitt, Brown & Co. and Del Noblitt purchased five or six hundred thousand dollars worth of materials, can you name any other firm outside of coal-dealers of whom you purchased so much?—A. No, sir; that is, assuming that to be the fact, although I do not think I have reached that amount.

Q. You do not think you have purchased of them to that extent?—A. No, sir.

Q. Have you, to the extent that you have purchased from them, excluding coal-dealers, purchased the same amount from any one else?—A. No, sir.

Q. What are your relations with these parties?—A. My relations are friendly; nothing more.

Q. Have they not at any time extended to you any accommodations of any description or character?—A. I have borrowed money from them, but I have given collateral when I have done so. I have borrowed money from a bank here in the same way. It was no accommodation that I would not have obtained from a bank as readily.

Q. Was no other accommodation extended by them to you?—A. No, sir; not in the way of the loan of money except such as I could have obtained from a bank very readily.

Q. How as to accommodation of any other description? Have you had any from them?—A. No, sir.

Q. Have they ever made any discount to you upon the purchases that you have made?—A. No, sir.

Q. I observe in their books that your accounts with them are unsettled?—A. There is an account of some little furniture that I received from them which remains unsettled, but they have not rendered me a bill. I did not think that it was any very great hardship to let it stand a little while. It will certainly be paid. It was some little furniture that I got from them when I changed my residence here.

Q. I find at one time charged in their cash account the sum of \$150, paid to you. This appears to be on July 22, 1872. Have you any recollection of that?—A. On the 22d day of July, 1872, I borrowed \$150 from Mr. Del Noblitt. Possibly it may be charged there. That I have paid and have a receipt for.

Q. I do not find it marked here paid.—A. I got it from the senior member of the firm, who is the president of a bank. Every item of cash loaned me by any member of the firm has been returned and paid by me.

Q. I find under date of December 24, 1874, an item charged expense account, "A. W. R., \$50." Have you any recollection of that transaction?—A. I have never had a cent from them except as a loan, and all the loans I have paid them. The only account that the firm has against me legitimately, is the account for articles that I have purchased for my own use in my house. I do not know anything about their books.

Q. I find, again, under date of December 21, 1874, expense account, "A. W. R., \$233.85."—A. That I paid in cash to Mr. Del Noblitt.

Q. It appears from the face of the books to be charged to expense account.—A. I do not know anything about their books; I received the money and returned it. I recollect those amounts very distinctly.

Q. I find, again, during the last year, February 19, 1875, a similar entry, expense account, "A. W. R., \$22.80." Is that another loan?—A. I have no recollection of getting a loan of \$22.80. I do not understand that. I have no recollection of an amount of that kind, unless it is something that I ordered from them that they may have had to purchase for me.

Q. The last entry that I called your attention to appears to be in the cash-book, upon the debit side of it. "Sale made to the United States Navy Department." On the opposite or credit side of cash is the item that I read to you. Expense account, "A. W. R., \$22.80."—A. I do not understand it at all. There are nothing of my personal matters that have any connection at all with the United States or with United States moneys. What I have had from them for myself I have either paid myself or will pay myself. It is in no wise con-

nected with the Government or with my official duties or business any more than if they had been entire strangers whom I had never dealt with.

Q. Do you happen to know upon whose recommendation you were re-instated in the position which you hold at the present time?—A. All I know of that is that I was at the navy-yard as inspector of provisions and clothing. I received a letter from the Paymaster-General inquiring how I should like to return to my old duties. I replied that I should like to be returned with the tenure of office I had reason to expect at the yard as inspector of provisions and clothing, but that having leased a house for three years, and educating six children, it was necessary for me to look ahead; that I should feel it was another manifestation of approval at the Department of my administration of duty, and I was certainly at the disposal of the Department. That was the first intimation that I had of it. The next was my order; it was not of my seeking.

Q. Did you know of any discontent or had you been informed of any dissatisfaction with the way and manner in which your immediate predecessor, Mr. Fulton, was conducting the office?—A. No, sir. On the contrary, I always heard him spoken of very highly by those gentlemen and by others.

Q. Do you know, as a matter of fact, that he was distasteful to the parties who had been in the habit theretofore of supplying the Government or filling requisitions at this point?—A. I know positively to the contrary.

Q. Do you know whether any complaint had been made against his actions by any one?—A. I do not know that any were made, and I really do not believe there were. I heard nothing of it. The reason I can speak so positively in regard to this is, that Mr. Fulton was a very old and intimate friend of mine, one with whom I presume I have been more intimate than any other member of my corps, and his reason for applying to leave the office he made known to me confidentially.

Q. In virtue of your position as paymaster at this point, do you know about the directions given in relation to drawing upon an appropriation made for a different purpose than the one named in the requisition? For instance, take the case in 1873, when you were drawing pretty largely, no doubt, to supply the demands of the Government, owing to the Virginius excitement, and these requisitions were directed to be made out of the appropriations made for the eight sloops of war, although the articles named in the requisition were for the ordinary business of the Department.—A. We have nothing to do with that.

Q. In virtue of your position, do you know whether such action as that has occurred, in fact, or not?—A. No, sir, I do not. I know that we only draw upon the triplicate bills as we have them, and the Department either sends me the money or they wait for their own convenience to send it. What particular appropriation it comes out of I cannot tell, except as entered on the Auditor's notice to me. I draw according to the bill from the appropriation to which the bill is chargeable.

Q. I had supposed, that being the fact as you have stated it, that getting that notice or seeing it, you would understand whether there had been any transfer of appropriations in the service.—A. No, sir; the transfers of the appropriations I do not understand. They are done, if at all, in Washington, and not here.

Q. You do not know whether that has been done or not?—A. No, sir; I cannot say. There have been one or two instances where bills were decided to be chargeable in a bureau against one appropriation when they were made out against another, but that was a matter of decision, and something that I did not criticise. Some items of expense would, possibly, be chargeable to "provisions" that had been charged against "small-stores," for instance, which is "pay." Some of these things have been altered. The Bureau of Medicine might make a bill to "contingent medicine and surgery," "yards and docks," to "contingent yards and docks," but nothing of that kind has come under my cognizance.

By Mr. BURLEIGH:

Q. Did you never approve and date bills ahead!—A. No, sir.

Q. For instance, if bills were not paid at the latter end of a fiscal year, were they not put over until the first of another fiscal year?—A. There have been some bills made out against one fiscal year that were afterward withdrawn and bills for the next fiscal year put in their stead, approved in like manner, and the other bills returned to be canceled.

Q. In what month were the original bills made out?—A. I cannot recollect.

Q. Some two or three months before the year expired?—A. Yes, sir.

Q. Or more?—A. I think in the early half of the year.

By the CHAIRMAN:

Q. Do you remember what year that was?—A. Those bills, I think, were made out about a year ago.

Q. Can you by reference to your books identify them?—A. Yes, sir; I am very careful about those things. If I return a bill I return it with a letter of inclosure, and by these letters inclosing bills I can refer to the bills returned.

Q. Do you know now whether there are bills approved which have been filed with you and your drafts remain unhonored?—A. Yes, sir; there are some bills that I have received the triplicate of, and I draw directly upon receiving a triplicate; that is, either in one

or two days. I generally draw about twice a week if I have bills. I have drawn for some bills. The duplicates are with the parties, or they have perhaps had them in some of the banks.

Q. Can you tell the committee to what extent that exists now at this office, as a fact?—A. I could not tell the amount, and I do not think there are many bills. There is a bill of Wood, Dialogue & Co., or perhaps two of their bills. There is also one bill of Nathaniel McKay. I have made requisitions for the money, and have not received the return. Such as come under the engineer bureau are always approved by the chief engineer. Some other bills, in some of the bureaus, are made and approved by the commandant. I think these have been approved at Washington.

Q. McKay's bill has been approved, and also Dialogue's has been approved, at Washington?—A. Yes, sir; I think so. Where it has required the bureau's approval, it is on it.

Q. Usually, when you get the bills approved in Washington you feel justified in drawing for the money?—A. Yes, sir; because the bill comes right under the eye of the officer who directs the money to be sent.

Q. Did you draw for the money on these bills?—A. Yes, sir.

Q. And that draft has not been honored?—A. I have not received the money.

Q. Do you know any substantial reason why you should not have received the money on these bills after they have been approved by the Department at Washington?—A. No, sir; I do not. The bureau is sometimes prompt and sometimes they think that I draw too frequently. I received a letter from Admiral Rodgers on one occasion stating that I drew too frequently. I drew twice a week. I told him in conversation afterward that I had received the letter, but I thought it was my duty to draw when I received the bills and the money was due.

Q. Is it usual for the Department at Washington to approve bills that you send them unless they are ready to pay the money?—A. The bureaus in Washington will have bills made out when they see fit, and approve them after the presentation of the bill. They furnish them direct to the person whom they have contracts with. I know nothing at all about it until he brings me the triplet bill to draw for the money.

Q. Do you or do you not consider the approval of a bill at the Department at Washington *prima facie* evidence that the Department has obligated itself to pay the face of that bill?—A. On the presentation of that bill to me I think I would understand, or judge, that the bureau was prepared, unless they had given some direction to the contractor not to present it until a certain time, to receive my requisition for the money.

Q. That is, they acknowledge that sum due?—A. Yes, sir.

Q. And they bound their bureau or the Government to pay that sum?—A. The Government is certainly bound, I think. To express to you exactly what I think is the obligation of the bureau in the matter, if an officer of a bank came in and asked me as to the value of certain of these bills, I would tell him that they were of unquestionable value for the face of them; I would pronounce at once that they were as good security as could possibly be procured.

By the CHAIRMAN:

Q. Do you remember anything about a bill in favor of Cramp & Sons now due?—A. I could not state positively without reference to my books, but I do not recollect of any bill of theirs.

Q. Bashor & Co.?—A. I do not know that I have their names in my book.

Q. George Savage?—A. I have nothing to do with him.

Q. Gaskell & Son?—A. I do not think there are any bills of theirs pending.

Q. Do you have anything to do with S. P. Brown or A. P. Brown?—A. Nothing except such bills as the bureau have sent me for payment. I have paid two bills of theirs. I do not think that there are any due on my books.

By Mr. BURLEIGH:

Q. Does A. G. Cattell & Co. have any dealings directly with the Government?—A. I buy some flour and feed from them occasionally. That is the extent. We do not use much flour.

Q. How much have you bought of them in the last two years?—A. We buy some every year, more or less. Sometimes fifty, or sixty, or a hundred barrels of flour if we want to bake a lot of ship-bread.

Q. Do you buy that much every year, do you think?—A. We buy some every year. But now there is very little bought here. We have no vessels to supply except the receiving-ship and the tugs.

Q. What period of time would that cover?—A. Since 1870.

Q. You have bought a hundred barrels a year of them?—A. I would not say positively as to the amount. I do not think it would average more than two hundred barrels a year since 1870.

Q. Do you purchase any grain from them?—A. Nothing but feed for the cattle and horses at the yard.

Q. Do you buy that regularly?—A. No, sir; it is only within the last year, I think, that

I have been buying any from them. The old contractor who contracted with the Bureau of Yards and Docks for furnishing them I thought (when I had to buy on open purchase) was keeping up a little too much in price, and I inquired of them what they would furnish for. They gave me a price without any knowledge of what the other man was charging. The price was in favor of the Government, and I gave them an order for it. That amounts to from \$40 to \$50 or \$60, at a purchase.

Q. Do you remember when you last shipped coal to California?—A. I shipped last summer to California, to Pichiliku, to Honolulu, to San Francisco, and to Sitka. I think that that shipment was probably made in August to those ports. It was in July or August.

Q. What was the rate per ton?—A. The cargo of the Philadelphia and the Hamilton, I think, was \$11.65. The City of Philadelphia was a new ship, built in May, and this was her first cargo.

Q. From whom did you charter that ship?—A. From the lowest bidder, D. S. Stetson & Co. The Sitka ship was chartered from Workman & Co. The Honolulu ship was chartered prior to the charter of these other vessels. That was the Gatherer.

Q. Were not the charters for carrying that coal advertised in the papers?—A. I have here an advertisement for the coal I spoke of with the exception of the Honolulu coal.

By the CHAIRMAN:

Q. That was carried by Stetson, was it?—A. Yes, sir; I was in Washington when there was a cessation of work at the mines. Commodore Shufeldt asked me verbally when I returned to Philadelphia to inquire the freight to Honolulu. I made inquiries, and sent him on the offers of Workman & Co. and D. S. Stetson. In reply, after a short lapse of time, I received directions from him to charter the Gatherer, which was offered at \$12 to San Francisco, as I recollect it, and \$14 to Honolulu, which was then a low rate.

By Mr. BURLEIGH:

Q. I notice that the date of this advertisement was the 19th June. What date was it inserted? Not until the next day, was it?—A. In some of the morning papers it would not appear until the next day. In the afternoon papers it appeared that same day. I generally try if there is sufficient time to have the afternoon papers publish one and the morning papers publish the other, so as to alternate.

Q. Those proposals got into the paper on the 20th, and you gave them to the 23d to hand in proposals. Why was this haste in time?—A. Those advertisements, I think, were inserted on the 19th.

Q. The same day they were written?—A. Yes, sir; nearly always I send them immediately to the office and get a slip like this returned to me from the office.

Q. They would not get in the New York papers until the 21st?—A. We did not advertise in New York.

Q. I know that you did not, but you say that you got a Maine ship on a proposal that could not have got into the New York papers before the 21st?—A. The ship was sent around from Maine here.

Q. But she was already here. That was not competition; that advertisement could not have been entered in a New York paper before the 21st, and the proposals must be handed in by the 23d?—A. I am instructed by the Department to advertise three times.

Q. You are not instructed in regard to the length of time you shall give to hand in proposals? They do not confine you to three or two days?—A. No, sir; that would make four days inclusive.

Q. If a man was on the spot and knew what you were doing that would be all right, but it did not give a man in Maine a chance to get in a bid, did it?—A. No, sir; I never went so far as Maine. The ship was a Maine ship. I do not think she had arrived here, but one of her owners was here.

Q. Why is it necessary to confine the time down to one or two days in a cargo like that, which must be six months before it is delivered?—A. The great desirability of getting these offers as soon as possible was the speedy shipment of the coal, and taking advantage of the first productions from the mines. There was no intent to keep out any competition.

Q. That does not give the ship-owners a fair chance, does it?—A. It gives the numerous merchants here a chance.

Q. Does it outside of Philadelphia?—A. I have had bids from New York a number of times upon advertisements. When I get these slips I perhaps get two dozen of them, and, besides the advertisement, I send these around to people whom I know have the ability to supply.

Q. Does not the law for advertising contemplate two weeks' notice?—A. I am instructed by the Department to advertise three times. I cannot advertise without the direct authority from the Secretary, and when I apply to him for the authority to advertise he replies with that authority, and designates the papers, saying three times.

Mr. BURLEIGH. I mean to say that this is one of the abuses of the Department in advertising. They do not give notice to people to compete except to those who have the article advertised for on the spot, and there can be very little competition in such cases as that.

The WITNESS. Outside of Philadelphia it does not give outsiders a chance, I do not think myself.

Q. That advertisement is for Philadelphia, is it not?—A. Certainly, that is the way I regarded it; as an advertisement to the Philadelphia shippers here for the lowest rate of freight they could afford.

Q. Do you think that is right, in view of the fact that the coal is all shipped from Philadelphia, and that the ship-owners are scattered all over the country?—A. I certainly should not disregard, or wish to disregard, any proposal from any other section.

Q. But you did not give them time to put their proposals in?—A. I am satisfied that I did not give sufficient time, and I do not think that it ever occurred to me to go so far away for the vessels. Shipping it from here, I looked here for the vessels.

Q. And in this very instance you took a new Maine ship?—A. Yes, sir; but she was consigned here to certain parties, and was partly owned here.

By the CHAIRMAN:

Q. By whom was she partly owned?—A. A gentleman whom I happened to find out afterward, and not until after she was chartered, lived next door to me. He had lately moved there. His name was Philip Fitzpatrick.

Q. Did Mr. Stetson own any interest in her?—A. No, sir, I think he was simply the agent for the owners. The captain told me he had an interest in her.

By Mr. BURLEIGH:

Q. Have you an idea that that ship came here from Maine without a knowledge of what she was going to do?—A. I know it, sir. I had no knowledge myself, and she could not have known.

By the CHAIRMAN:

Q. Did I understand you to say that the Secretary, according to your interpretation of his order, limits you in the mode and manner of your advertisements?—A. Yes, sir; as to the number of times and the number of papers.

Q. Your instruction appears to be to advertise three times daily?—A. Yes, sir; that had been the custom in the office; three times daily, using both afternoon and morning papers.

Q. Did it occur to you that it might have been and was the intention of the law that the advertisement should be made one time weekly for three weeks?—A. No, sir. I do not know that there was any such provision at all.

By Mr. BURLEIGH:

Q. Did it not occur to you that that was to give publicity to your advertisement?—A. It was to give publicity for three advertisements, and for me as quickly as possible to perform the duty.

By the CHAIRMAN:

Q. Do you know of any combination among bidders for articles to be furnished the Government?—A. There is a combination affecting everybody here in regard to coal. The Reading Company controls the coal-wharves. They combine with the operators for a certain price and issue a monthly schedule giving the price. I cannot get a bid from the Reading a fraction below their schedule rates. They keep strictly bound to it. I do not know of any other combination. I have managed to get in under that combination, and bought coal at a less price than anybody. The Reading has tried to find out what price I bought it for, but I declined to tell them. They said that they wanted to go for the individual who did not keep faith in the combination.

Q. Do you happen to know whether such combinations were made after advertisements for coal were made by the Government?—A. No, sir; this was a combination made for the benefit of the miners and the Reading Company road, without reference at all to the Government. It is the general coal trade here.

By Mr. BURLEIGH:

Q. Who gets the most of your carrying trade of coal?—A. D. S. Stetson & Co. have had the most of it.

Q. Do they not carry three-fourths of it?—A. Very possibly they do. They have always furnished first-class vessels. We have never lost a pound by them.

Q. For how many years have they had that supremacy?—A. I cannot tell that. Long before I came here.

Q. Have they peculiar facilities for carrying coal over other merchants or other ships?—A. They are very prompt in getting vessels.

Q. Do you consider that in accepting their bids?—A. I consider promptness in furnishing transportation; not as entitling them, however, to any preference over anybody else who may bid lower. The lowest bidder always gets the bid if there is competition. If they wanted to ship immediately and without delay a certain quantity of coal to a certain point, I would with all haste go to Stetson and ask him if he could not give me a vessel, get his rate, and make the engagement with him, and get the vessel quickest. I would go to him to get that done because I could rely upon him in an emergency.

Q. Does that emergency often occur?—A. No, sir; not very often. It has occurred in some cases.

Q. Since when? In the last five years?—A. O, yes.

Q. And that accounts for his getting the larger proportion of the coal trade, does it?—A. No, sir. The reason for his getting the larger proportion is because he is in most cases the lowest bidder, and has furnished first-class vessels, and we have never had one pound of coal miscarried that I know of.

Q. You say that is no consideration if he is not the lowest bidder?—A. I say that is not what would control me.

By the CHAIRMAN:

Q. Who is the inspector of provision and clothing?—A. Paymaster Arthur Burtis.

PHILADELPHIA, April 21, 1876.

A. W. RUSSELL recalled and examined.

By the CHAIRMAN:

Question. State whether your books will show the amount of material sold, the proceeds of which have passed into the Treasury.—Answer. They will not. That is only shown by the books of the paymaster of the navy-yard. The money received for material sold at the yard is paid to the paymaster, and deposited by him in the Treasury.

Q. Who is that paymaster?—A. Henry M. Deviston. He is now stationed at the yard. He was stationed there some time in September last.

Referring to bills which I have drawn for up to the 1st of April, and for which I have not received remittances from Washington, I present the following:

“*Memorandum of date and amounts of requisitions made on the various bureaus, of which no notice of approval by them has been received.*”

Date.	Bureau.	Amount.
1875.		
Nov'r 17	Construction and Repair.....	14,273 60
Dec'r 4	Construction and Repair.....	3,675 00
8	Construction and Repair.....	20,197 00
17	Provisions and Clothing.....	574 00
	Construction and Repair.....	1,225 00
	Provisions and Clothing.....	2,676 00
1876.		
Jan'y 29	N. hospital fund, (merchandise).....	2,384 28
	Provisions and Clothing.....	2,738 40
Feb'y 1	Construction and Repair.....	24,800 00
8	N. hospital fund, (merchandise).....	152 89
18	Provisions and Clothing.....	570 00
March 4	Construction and Repair.....	1,433 02
14	Provisions and Clothing.....	253 69

“NAVY PAY-OFFICE,
“*Philadelphia, April 20, 1876.*”

I have also a list of bills which were drawn for in the last fiscal year, and new bills substituted therefor payable in the present year, as follows:

“*Memorandum of the date of exchange of bills, with the name, appropriation, and amount.*”

Date.	Name.	Appropriation.	Amount.
1875.			
July 15	W. Cramp & Sons, S. & E. B. Co.	Construction and Repair....	9,450
	.....do.....do.....	.....do.....	10,800
	.....do.....do.....	Steam-machinery.....	10,000
	.....do.....do.....	.....do.....	5,850
31	.....do.....do.....	Construction and Repair.....	21,600
August 11	Del Noblitt, jr.....	Steam-machinery.....	9,251 55
13	W. Cramp & Sons, S. & E. B. Co.	Construaion and Repair....	10,800
September 4	J. F. Eaverson.....	.....do.....	1,470 43
	.....do.....do.....	.....do.....	1,273 02

“NAVY PAY-OFFICE,
“*Philadelphia, April 20, 1876.*”

By the CHAIRMAN :

Q. I note among the items in the last memorandum which you furnished to the committee, a bill in favor of Del Noblitt, for olive-oil, or oil of some other character?—A. It is a bill for yellow oil, not olive-oil.

Q. Do you know anything about the purchase by the Department of a large quantity of olive-oil from Noblitt, or Noblitt, Brown, Noblitt & Co., or D. & J. Noblitt?—A. Sometime in the year 1872 there was a requisition made for some oil. I made inquiries, I think, in Washington, as to advertising. The bureau did not approve the requisition, saying that there was some fresh, pure Lisbon olive-oil which had been shipped into New York that they desired to obtain. I presumed, of course, that was owing to the superiority of the olive-oil, as it is considered generally by engineers to be superior and cheaper. Subsequently there was a requisition made for 1,000 gallons of sperm-oil and 1,000 gallons of pure Lisbon olive-oil, which I obtained the authority of the Department to advertise for. Mr. Noblitt was the successful bidder, at \$1.80 per gallon for the sperm-oil, and \$1.60 per gallon for the olive-oil, and he furnished that oil. The bureau, then, on different occasions bought olive-oil for Philadelphia, and for New York, deliverable in these places, and paid the same rate, that is, \$1.60 and \$1.58; and at one time, I think, they obtained it for \$1.42, without advertisement.

Q. A very large quantity of the olive-oil was purchased from Mr. Noblitt, was it not?—A. Yes, sir; at various times.

Q. Was not that under the orders of the bureau?—A. Yes, sir.

Q. Have you any recollection whether that oil was brought from Portugal on board United States vessels?—A. I don't know anything at all about it. I don't even know that it was olive-oil. I cannot know the cargo of vessels or where they obtain their cargoes. The inspector, who was the chief engineer of the Navy, examines it, and tests it by regular tests and passes it. I simply purchase the material. I don't know how this oil came over, nor do I know how it was delivered at the various stations.

Q. Nor do you pretend to know by what arrangement it was bought by the bureau?—A. No, sir; I have no knowledge upon that point. I supposed, of course, it was because we wanted the supplies.

Q. Immediately after the bill for 1,000 gallons of olive-oil was made, under the advertisement, as you have stated, state whether a much larger quantity was not purchased.—A. I think 3,000 gallons was purchased at one time. I don't think that any purchase exceeded 5,000 gallons. I don't think that any order covered more than that quantity.

Q. Was not that order followed pretty rapidly by others?—A. It ran along for a number of months. I suppose there must have been different importations of it. It was required to be pure Lisbon olive-oil. I saw some samples of it in bottles, and those bottles were evidently imported. I did not, however, see the bottles come out of the packages.

By Mr. HARRIS :

Q. State whether olive-oil is good machine-oil.—A. Engineers have told me that it was the best. They have stated to me that it was superior to sperm-oil. Sperm-oil is very much higher priced.

By Mr. JONES :

Q. Have I understood you to say heretofore, in conversation, that you bought most of your coal of the Philadelphia and Reading Coal Company?—A. We buy from them when they are the lowest bidders. For a considerable period, the gentleman who is now the treasurer of the company, and then held that position, had the disposition of the coal, and he gave to the United States the preference. They are nearly always the lowest bidders. He made an exception in favor of the United States in his combinations. They generally obtained a drawback of 20 or 30 per cent. He told his other customers that the United States was an exception, and took the law in his own hands. Under the present arrangement of the new superintendent he cannot go below his schedule price. The president, Mr. Gowan, holds all parties strictly to the schedule prices.

Q. State fully as to that drawback.—A. It is made to people who have the wharves and piers at Richmond, and who make contracts with them for large quantities of coal during the year. When there was a drawback for the shipments from Port Richmond to various parts of the world, I always obtained that drawback from the Reading Railroad Company, and got the net prices. I would require them all, and bid the net price after deducting the drawback. There was a certain drawback allowed for shipments south of Norfolk, and a certain drawback allowed for shipments north or east. I don't remember now the exact latitude, but whatever drawback was allowed to anybody else, I got it off when the net price was rendered.

Q. Was it taken from the bid?—A. No, sir; it was taken from the price before the bid. The bid was at the net price.

Q. How much was the drawback usually?—A. It was 15 or 20 cents a ton.

Q. On what amount?—A. On any shipment beyond a certain limit, which limit I cannot now remember exactly.

Q. Was there not a large drawback if a man took twenty-five or fifty thousand tons last

year from any company?—A. Yes; large drawbacks from the list price to those who made a contract to take a certain amount of coal during the year. I do not know the amount of the drawback, however. I have been told by some dealers that they got a drawback of either 15 or 20 cents a ton, and that enables some of them to underbid the Reading Railroad Company for Government supplies.

Q. Do you know what the drawback is this year, say on 5,000 tons or 2,500 tons of coal?—A. I do not think it exceeds 20 cents a ton.

Q. Do you not know that it exceeds 45 cents a ton on 5,000 tons?—A. I do not. We cannot get an allowance of a cent of drawback now. The Government has been informed over and over again. It always had the advantage of the drawback when attainable.

Q. Has it not always been attainable in buying large amounts of coal?—A. No, sir; if I bought 10,000 tons of coal to-day, the Reading Railroad Company would not give it to me one cent below their schedule prices.

Q. Is that company an exception to all others?—A. It is the controlling company.

Q. But do not the other companies make their schedules with the Reading Company?—A. I do not know anything about other companies. I know that the Reading Company controls all the wharves at Port Richmond.

Q. It looks reasonable that the other companies should not have a higher price in their circulars than that company?—A. I am not competent to argue that question. I can only state the facts in my knowledge.

By Mr. BURLEIGH:

Q. Do you not understand that those coal companies give a commission to brokers buying from them?—A. I do not know that. I never had any dealings with brokers. I always advertise for the miners and regular dealers in coal.

By Mr. JONES:

Q. How much at a time do your advertisements call for?—A. I think the largest advertisement we ever had for coal was for 7,000 tons. I furnished to the committee, as an answer to a question propounded to me in my previous examination in relation to the conflicts between estimates and prices thereafter paid, the following correspondence:

“PHILADELPHIA, October 22, 1874.

“SIR: I respectfully acknowledge your letter of the 21st instant, inclosing a copy of a letter from the Bureau of Yards and Docks of the 19th instant, in relation to the discrepancy existing between the estimated cost of articles on League Island, requisition No. 41, and Philadelphia navy-yard, requisitions Nos. 22 and 23, and the prices at which they are charged on the bills for the same, and directing me to furnish the commandant with an explanation thereof, which I have the honor to do as follows, viz:

“Requisition No. 41, League Island, is for ‘six linear feet No. 16 galvanized iron pipe and hood, as directed, at \$150=\$9.’ The drawings required the hood to be cast iron, for which patterns had to be made, castings and the whole delivered at League Island and put together as the extension of the smoke-stack of the wharf-engine; and demurring as to the price, I was informed that the actual cost of the labor and material left but a meagre profit of \$4. from which the cost of delivery had to be deducted.

“Requisition No. 22, Philadelphia navy-yard, the estimate for 1,000 feet first common white-pine boards at \$40, is but two-thirds of the lowest market-value; in making the purchase, I pressed the dealer down from \$65, the market price, to \$60. The estimate of \$40 was below the rate for second common; the low market-rate being for first common \$65, second common \$42 to \$48, and third common \$29 to \$35, depending upon the selection, freedom from knots, &c. The requisition was for 1,000 feet of first common, and 1,000 feet of third common, and both were purchased at the lowest market-rates for the quality furnished, \$60 and \$30, respectively.

“Requisition No. 23. The hoop-iron estimated for was galvanized, and I am assured cost to the merchant 10 cents a pound; the staves, all selected wide, 8 cents each, and the tinned rivets, \$1.12½ a paper. The estimates are below wholesale rates for very large quantities. Thus the entire cost to the merchant of the articles furnished on this requisition is \$34.37½, to which was added \$2 for hauling two loads to the yard, leaving \$4, or about 11 per cent. of profit, and for time and expense of going to and from the yard to suit exactly the want to be provided for.

“All articles purchased are required to be delivered at the yards, in the extreme limits of the city, and to League Island there are no public facilities; and special deliveries cost per load from \$3 to \$5, with great difficulty to obtain any delivery in some seasons and weathers.

“Thankful for the opportunity afforded me to make this explanation,

“I am, very respectfully, your obedient servant,

“A. W. RUSSELL,

“Pay-Inspector, U. S. N.

“Commodore GEO. H. PREBLE, U. S. N.,

“Commandant Navy-Yard, Philadelphia.”

"COMMANDANT'S OFFICE, UNITED STATES NAVY-YARD,

"Philadelphia, October 21, 1874.

"SIR : You will please furnish me with such explanation in reply to the inclosed copy of a letter from the Bureau of Yards and Docks, dated October 19, 1874, as you may deem necessary, and such as will enable me to reply to the bureau intelligently upon the subject contained in its communication. I have called upon the civil engineer to explain to me in reference to the estimates given for the articles required on requisitions alluded to.

"Respectfully,

"GEO. HENRY PREBLE,

"Commodore, Commandant.

"Pay-Inspector A. W. RUSSELL, U. S. N.,

"No. 427 Chestnut Street, Philadelphia."

"BUREAU OF YARDS AND DOCKS,

"Navy Department, Washington, D. C., October 19, 1874.

"SIR : The bureau begs to call your attention to the great discrepancy existing between the estimated cost of articles hereafter mentioned in League Island requisition, No. 41, and Philadelphia navy-yard requisition, Nos. 22, 23, and the bills rendered for the same, by Pay-Inspector A. W. Russell, and approved by the proper authority.

"In League Island requisition No. 41 : Six linear feet galvanized iron pipe, &c., are estimated to cost \$1.50 per foot, or \$9 ; cost as per bill rendered, \$7.66 per foot, or \$46.

"In Philadelphia requisition No. 23 : 150 pounds hoop-iron are estimated to cost 8 cents, \$12 ; cost as per bill \$16.72 ; 3 papers tinned iron rivets, estimated cost \$1.50 ; cost as per bill \$3.75 ; 200 harrel-staves, estimated cost \$9 : cost as per bill \$20.

"In Philadelphia requisition No. 22 : 1,000 feet white pine boards are estimated to cost \$40 ; cost as per bill \$60.

"Now, either the person making the estimates must be exceedingly careless or ignorant of the market-prices of the commodities required, or the articles were not purchased at the lowest market-prices. In either case the bureau is much embarrassed, for what has occurred in small requisitions may also occur in those involving large amounts of money, and if the bureau can place no dependence upon the estimates submitted to it, it can never rely upon the financial showing of balances remaining in the Treasury to its credit, with the sums supposed to be due on approved requisitions deducted therefrom.

"The bureau has, therefore, to request that before sending in estimates of the prices of articles required, the actual prices in a fair market shall be obtained and forwarded to the bureau as estimates, that it may be able to form some judgment as to the amount required to settle its outstanding indebtedness. The bills referred to are herewith returned for such explanation as it may be possible to give.

"Very respectfully, your obedient servant,

"J. C. HOWELL,

"Chief of Bureau.

"Commodore G. H. PREBLE, U. S. N.,

"Commandant Naval Station, Philadelphia."

PHILADELPHIA, April 19, 1876.

EDWARD HALL sworn and examined.

By Mr. BURLEIGH :

Question. What is your occupation ?—Answer. I am chief clerk to Paymaster Russell in the Navy Pay-Office.

Q. How long have you been with Mr. Russell ?—A. Since he has been appointed to this position. I came with him when he took charge here.

Q. How long have you been paymaster's clerk ?—A. That was my first appointment as such.

Q. By whom were you appointed ?—A. Paymaster Russell.

Q. Are you indebted to him solely for your appointment ?—A. Yes, sir.

Q. What is the rule in your office in regard to contracts generally ? Are the purchases made after advertising, or on open purchases ?—A. We make them in both ways. A contract is generally made by advertisement. It is generally advertised from three to five days, according to the merchandise, and sometimes ten days. I suppose five days is about the time.

Q. Do you never get down to three days ?—A. I think we have in some instances when there has been an emergency.

Q. Such as what ?—A. Coal. I do not call to mind anything else but coal.

Q. Where would the coal or merchandise be shipped in such a case ?—A. It would be to go abroad.

Q. Where to?—A. Down on the coast; if my memory serves me right, it was to go to Port Royal, Pensacola, or Key West.

Q. Have you ever shipped any coal to the Pacific coast?—A. Yes, sir.

Q. At three days' notice?—A. No, sir. That was ten days' advertisement, I think.

Q. Is that the rule of the Department?—A. The rule is, as I understand it, to give it three advertisements. If the purchase is a large one, sometimes more time is taken, and more time allowed for the shipment.

Q. Shipments to California and to the Pacific coast are large cargoes, are they not?—A. Yes, sir.

Q. Do you give more time than three days on those occasions?—A. Yes, sir; we give more time, I think, in these Pacific purchases. I think the time is ten days.

Q. That is the rule, is it?—A. Yes, sir.

Q. Are these shipments to the Pacific coast open purchases, or by contract?—A. By contract.

Q. Do you ship none by open purchases?—A. I think not.

Q. Did you never send around private circulars to certain persons—private owners, or ship-masters, or ship-brokers?—A. Yes, sir.

Q. For shipment of coal to California?—A. I do not think anything of that kind is sent as to California. My impression is that that is done by advertisement on ten days' notice.

Q. Do you not think a departure from that rule would be an act of justice to the ship-owners of the country?—A. I think we could make a private inquiry that would be quite as economical to the Government as to even advertise.

Q. Do you think that a private bargain would be as sure to be in favor of the Government as open competition?—A. I think so, the way the business of our office is conducted.

Q. By whom do you generally ship from here?—A. The most of the shipments have been made through D. S. Stetson & Co.

Q. That is, the most in quantity?—A. Yes, sir.

Q. Is more than half shipped from here by him?—A. Yes, sir; I should think so.

Q. Three-fourths?—A. Yes, sir; I should think three-fourths. The bulk of it has been shipped by him.

Q. What peculiar advantages does he have in being able to bid lower than others?—A. I do not know that. He always seems to have the ships, and his prices are always low. He bids lower. He has the reputation of having a good many vessels at his command. Of my own knowledge I do not know anything about it. He is an old resident here, whom I have known a good many years as being an old ship-broker.

Q. Does he ever grant any favors to the paymaster or any other person to your own knowledge interested in shipping coal?—A. Not to my knowledge.

Q. If he did would you probably know it?—A. I do not know that I would.

Q. He might grant favors and you not know it?—A. Yes, sir.

Q. Did he ever grant any favors to you in any direction?—A. No, sir. When I say no—I live in the same village with him. I have the neighborly favors of a village, which are matters of small moment.

Q. When you have notice that a shipment is to be made is he not very apt to find it out pretty early?—A. No, sir; no sooner than anybody else. There is no especial action taken to get him any information. If I should meet him on the road home I should say to him, "Captain, we have an order for some coal; it has got to be advertised."

Q. Do you live in his house?—A. No, sir.

Q. Has he nothing to do with the house you live in?—A. No, sir; nothing whatever.

Q. Has he nothing to do with your renting that house?—A. Nothing whatever.

Q. Do you know of any one offering inducements to influence the shipping of coal or giving information that would put them on the inside track?—A. I do not.

Q. Did A. G. Cattell ever do any business through your office?—A. Yes, sir.

Q. I understood you to say that you did send private circulars out in some cases?—A. I mean inquiries. It was not a private circular to one person; it was to a number of individuals making inquiry. Those were in relation to open purchases. We simply asked what they would sell us so many tons of coal for, delivered on board of the vessel.

Q. Whom do you send those circulars to generally?—A. We send them to different parties. They are sent to the Philadelphia Coal and Iron Company, which is the largest operator here. I imagine they always go to them.

Q. Is the coal all of the same quality ordered from different mines?—A. No, sir. We have an inspector connected with the office who inspects the coal for the Government. It is all subject to his inspection.

Q. Would he approve of coal from an inferior mine as being equal to that from a superior mine?—A. No, sir; I think not.

Q. Provided you had proposals from the owners of a mine producing acknowledged superior coal, and from a mine known as inferior coal, would you put those proposals on a par if they were both anthracite coal?—A. No, sir.

Q. Where do you draw the line?—A. The coal is sold without regard to the mining. It is sold simply as anthracite coal of a certain size. We, however, know that there is a vast difference; that coal is inspected by this inspector, and the coal that he passes is the coal that we buy.

Q. His passing on the coal is merely by observing it and not consuming it?—A. He is an engineer of the Navy and a man who is supposed to know all about the burning qualities of coal.

Q. Do not you know that his observation is merely as to the appearance of the coal?—A. His judgment upon it certainly is as he sees it.

Q. Is the price of the coal governed by its known quality in the market?—A. The price of the coal here is governed by the schedule issued by the Philadelphia Coal and Iron Company, the principal producers.

Q. I understand there is from 25 to 75 cents difference per ton in the price of anthracite coal in the Philadelphia market?—A. In point of quality I have no doubt there is.

Q. What does the Government buy; does it buy the cheap coal?—A. No, sir; it buys the very best quality of coal.

Q. Then, what is the object of your sending out circulars for proposals from these parties who control mines of a poor quality of coal?—A. Sometimes it will make a difference of 5 or 10 cents a ton. Some dealers will be satisfied with 5 cents less profit. The Government gets the advantage of a few cents over the price.

Q. When the same coal will sell in the market for 75 cents more a ton because it has a superior reputation?—A. No, sir; they won't sell in the market at their actual relative difference.

Q. Do they not sell in the market at that difference?—A. No, sir; they all sell according to the circular or schedule price issued by the Reading Railroad Company.

Q. Do you not know that in the Philadelphia market to-day there is 75 cents difference in the price of different anthracite coal?—A. No, sir; I do not.

Q. What is the difference, according to your knowledge?—A. The difference is simply in the size. The difference in price is the difference in size and the difference in the preparation.

Q. That is all you know in regard to the difference in prices?—A. Yes, sir.

Q. Then you mean to say that every mine that sends coal here to Philadelphia produces the same quality if it is of the same size?—A. It is so rated by the railroad company, although I do not think it is of the same quality. I think there is a great difference in the price.

Q. Do not you know that the people generally acknowledge it and pay the difference? I mean the consumers.—A. Individual consumers would do it. I would do it.

Q. And consumers of large amounts would do it?—A. Yes, sir; I presume furnacemen would do it.

Q. What is the object of sending proposals to mines that have a different quality of coal and asking them to bid for so many tons of coal at the same price?—A. It is in order that the Government may have the coal at the lowest possible price.

Q. Then every time they will get the lowest quality of coal?—A. That is a matter only with the inspector appointed by the Department and not with us at all. We are governed by his certificate of inspection.

Q. What coal do you mostly ship?—A. I think it is shipped from various mines.

Q. From what mine do you mostly ship?—A. We buy it of the Philadelphia and Reading and of John Street & Co.

Q. But a furnaceman or a consumer would want coal from a particular mine, would he not?—A. Yes, sir; for this reason, that I might have men who would know how to use a certain kind of coal and another kind they could not use.

Q. Regardless of that, you know one coal is very superior to another?—A. There is a great difference in it and a great difference in the quality.

Q. From what mine is the most of the coal purchased on account of the Government?—A. That I cannot answer you. It never comes under our notice as to the mine it comes from.

Q. All you look at is the price?—A. Yes, sir; the price; the inspector judges of the quality.

Q. Who is the inspector?—A. Chief Engineer Robert Potts.

Q. Is he chief engineer of the department at Philadelphia?—A. No, sir; he is a chief engineer in the Navy.

Q. Where is he located?—A. He is connected with our office as inspector of coal.

Q. How long has he been here?—A. Only a short time. I think only since February. There has not been much coal purchased since he has been here.

Q. Do you know whether or not there has been more or less complaint of the coal used in the Navy?—A. There has been very little complaint. We had a complaint not a great while ago and with one other case. I do not remember of any occurring for a long time. Not since the coal has been purchased under the present system.

Q. I should judge from what you have said if you had the purchasing of the coal, knowing the qualities of coals in certain mines, that if it was left with you, you could make more advantageous purchases for the Government than the paymaster and inspector does?—A. It is not fair to say that. The inspector is the one who knows the kind of coal that is required for steam purposes. I simply know the kind of coal that I want to use at my house.

By Mr. JONES :

Q. I understand you that the inspector is the judge of the coal ?—A. Yes, sir.

Q. You advertise for anthracite coal ?—A. Yes, sir.

Q. Do you say to this committee that you know that certain coals are worth 75 cents a ton more than certain other coals from certain other mines ?—A. Yes, sir ; I am satisfied of that.

Q. Do you say that the purchasing-paymaster of this place or your inspector can judge of that coal until it is used ?—A. I think so, sir.

Q. You say that you advertise and there is a schedule price made by the Reading Railroad Company ?—A. Yes, sir.

Q. You buy of the lowest bidder ?—A. Yes, sir.

Q. Do you say that the inspector of the Government, who is an engineer sent here, can tell the quality of that coal by inspecting it ? Do you claim to say that he can tell whether it is economy for the Government to buy a certain coal without knowing the mine it comes from and without having a knowledge of its use ?—A. It seems to me that he can see whether it has slate in it. He can see whether the coal is hard, and if he gets it free of slate and gets hard coal, it is all the same thing.

Q. Then why do you say that certain coal from one certain mine is worth 75 cents a ton more than it is from another ?—A. Simply because it is better prepared.

Q. You claim, if it is clean and the slate is picked out, the coal from one mine is just as good as another, do you ?—A. Yes, sir.

Q. How long have you been connected with the office ?—A. Over five years.

Q. What amount of open purchases have you made in your office since that time ?—A. I could not form an opinion as to that ; they are not regular at all. I suppose that the purchases would run, probably, about 20,000 tons a year altogether. I think the bulk of the purchases have been made by advertisement.

Q. Has the material that is furnished to the yard for the different bureaus been supplied by open purchase or contracts ?—A. Both ways.

Q. Which the most ?—A. The annual letting is made at the bureau, and the balance is principally with us open purchase.

Q. Do you make them mostly from a few individuals, or do you give everybody a chance ?—A. We make them of a number of individuals ; we generally inquire around of four or five persons.

Q. Are not the most of your purchases made from two or three parties in this city ?—A. Yes, sir.

Q. Why do you purchase from those two or three people ?—A. They sell lower than the rest.

Q. Do you give the rest a chance to sell ?—A. Yes, sir.

Q. In what way ?—A. By sending out an inquiry as to what they will furnish certain goods for.

Q. If you send, don't you get a reply of this kind, that it is not of any use for them to make an offer because they never get a chance ?—A. We do occasionally.

Q. Is not that the understanding with some of the merchants, and the general complaint, that it is useless for them to make an offer ?—A. I have heard such complaints made.

Q. Can you explain to this committee why two or three men supply this office with all the open purchases in regard to furnishing all sorts of material to the different bureaus of the yard ?—A. I cannot, except to say that they furnish it as low or lower than anybody else.

By Mr. BURLEIGH :

Q. Cannot you explain it by saying that Mr. A. G. Cattell speaks a good word in these people's favor to the paymaster ?—A. Well, I don't know that ; if anything of that kind was done, I never witnessed it.

Q. Don't you think that ?—A. I think it is a very natural thing.

Q. Do not you think that is the secret of the whole thing ?—A. I think it is a very natural thing for one gentleman to say to another, " If you want such and such a thing, so and so will do right with you." I do it, we all do it.

Q. And you think it is very natural, knowing Mr. Cattell as well as you do, that he should say it of some of the people of whom you buy ?—A. I think he would say to Paymaster Russell, something of this sort : " If you want such and such a thing you can get it of such a man ; he is a gentleman and will treat you right."

Q. Paymaster Russell would inquire of him ?—A. He probably would.

Q. He would be guided by his advice, would he ?—A. I think we are all guided by the advice of friends in whom we have confidence.

By Mr. JONES :

Q. Would not he be more likely to buy of anybody whom Mr. Cattell requested him to buy from than from an outsider ?—A. I do not believe that Mr. Cattell ever requested him.

Q. Did you ever suspect that Mr. Cattell had any interest in the purchases that were made in your office ?—A. I never did.

Q. You think he is above that kind of business?—A. I do, sir; I have known him for thirty years; I consider A. G. Cattell one of the finest men I ever met.

Q. How is it about E. G. Cattell?—A. I don't know so much about him.

Q. Have you not heard that E. G. Cattell has been interested in the open purchases made by these few individuals?—A. Very possibly I have had that intimated to me.

Q. By whom?—A. I cannot name anybody.

By the CHAIRMAN:

Q. Have you ever known any instance in which commissions have been allowed to the paymaster or his clerk, or anybody connected with him, in the purchases made?—A. No, sir; never.

Q. Do you know of any accommodation by loans or gifts or presents?—A. I have had matters presented to me.

Q. By parties who were dealing with the purchasing-paymaster?—A. Yes; I think last Christmas, or in the holiday season at any rate, Captain Stetson sent me a box of cigars. I think one day last year Senator Cattell sent me a sheephead; he sent one to my neighbor.

Q. Have you ever received presents of more value than you have named?—A. No, sir; they have been things of that sort.

Q. Have any been made to Mr. Russell that you know of?—A. Never, to my knowledge.

Q. Or to any other person connected with the office?—A. Not to my knowledge.

Q. Do you know of any other person connected with the naval service who has received presents or gifts?—A. No, sir.

Q. Do you know of any such presents or gifts being made to the members of families of persons connected with the naval service?—A. No, sir; not at all; nothing of that kind ever occurred about our office to my knowledge.

Q. Or with anybody connected with the naval service?—A. No, sir; I never knew of anything of that sort.

Q. Neither constructors, engineers, or mechanics?—A. No, sir; I never have heard of anything of that nature; I never in my business experience came across such a gentleman as Paymaster Russell is in all his operations in the office. He certainly is the closest buyer with regard to the Government that I ever saw or met.

Q. Were you not appointed to the position which you now hold at the instance of Mr. A. G. Cattell?—A. That I can hardly say. I can relate to you the occurrence. I never sought the position at all. I had an office in a stationery store on Dock street, and Mr. E. G. Cattell came into it about noon one day with Mr. Russell and introduced him to me. We shook hands and talked about the weather, and he turned around to examine something in the cases in the store. After spending some time there they went away. About an hour, or perhaps two hours, afterward Paymaster Russell came into the office, and then said to me that he wanted a clerk, and would like to have me act as such. It took me entirely by surprise. I had no idea of taking it, and said to him that it was something new to me. I asked him if it was not a political office? He said, "No, sir." I told him I did not like political offices. However, the result of that conversation was that I told him I would think it over for a day or two. It rested for a day or two. I did not see Elijah or A. G. Cattell afterward; and I think it was the second day afterward when I saw Mr. Russell and said I would take the position. I made some inquiry as to the nature and character of the business, and became satisfied that it was not a political office.

Q. When Mr. Russell was sent to the yard as inspector of provisions and clothing, did you follow him there?—A. No, sir; I staid with Mr. Fulton.

Q. What was the difficulty in his case about remaining here, if any?—A. I don't know really. I believe it was some little matter that was entirely personal with him.

Q. Was it not that he gave offense to Mr. Noblitt, or Noblitt, Brown, Noblitt & Co.?—A. Not at all. The only thing I heard was that it was some little private matter of his own.

Q. Did he not say to you that he did not like the way things were being done here, or what was required of him?—A. I do not remember that he ever said so.

Q. And that they would have to get another man for the way that they wanted business done here?—A. I never heard him say that, that I remember. The matter, as I understood it, was a private affair or difficulty of his own. Its nature I did not know anything about. He wanted to change, to get away from the city. That is the way in which it was explained to me, at any rate.

Q. Mr. Russell came back and you have continued with him ever since?—A. Yes, sir.

PHILADELPHIA, April 14, 1876.

ALFRED HUGG sworn and examined.

By the CHAIRMAN:

Question. As agent or attorney of Benjamin P. Heritage, state whether you ever had for sale a tract of land which was subsequently, as appears by the records of Gloucester County, New Jersey, deeded to the United States; and if so, what was the price demanded by Mr. Heritage for that tract of land, or at what sum did he hold it?—Answer. I had it in my hands for sale about 1872, and was authorized to sell it for about \$20,000.

Q. A sum less than that named as the consideration in the deed to the United States Government?—A. Yes, sir.

Q. Do you know who has the custody of that tract of land now?—A. No, sir.

Q. Whereabouts is it located?—A. It is located at Red Bank, in Gloucester County, New Jersey, opposite League Island. It runs down to the shore opposite League Island. It is sandy land of a poor quality, and is only valuable because of its proximity to League Island.

By Mr. BURLEIGH:

Q. Is it high land?—A. It is very high, on a bluff.

Q. What is the nature of the soil?—A. It is sandy.

Q. Is there any other high land in the vicinity of League Island?—A. Yes, sir; right adjoining this farm there is other high land.

Q. And as near the island as this land is?—A. Yes, sir; immediately opposite.

Q. Is that other land for sale, or has it been in the market?—A. No, sir; I think not.

Adjourned.

PHILADELPHIA, April 14, 1876.

JAMES NEILL sworn and examined.

By the CHAIRMAN:

Question. What is your occupation?—Answer. I am a coal miner and dealer.

Q. What is your present firm?—A. Neill & McCrary. The last firm was Hammett, Neill & Co., and the firm before that was Hammett & Neill.

Q. Within the last three or four years you have sold coal to the Navy Department, have you not?—A. Yes, sir.

Q. In large quantities?—A. No, sir; not what we call large quantities; to a retail dealer they would probably appear large, but to a concern which mines 600 tons a day, it would not be so large.

Q. Have you paid any fees or commissions to any one for and on account of these transactions?—A. No, sir.

Q. Have you not paid money to Mr. E. G. Cattell?—A. No commissions.

Q. Have you paid him any sum of money at all?—A. Not as a commission.

Q. Have you contributed to him?—A. I think we gave him a check once of some amount; it was \$200, or something of that kind, and was for some special service that he did for us.

Q. No more than that?—A. Not to my recollection. At the time to which you now refer I was not keeping the books, but was doing the out-door business. Mr. Godshell was keeping the books at the time. I know nothing about the special arrangement in reference to some difficulties that we got into with the Government in relation to coal, but I remember Mr. Cattell went to Washington and went to the Navy Department. I do not know of any commissions, as such, that we agreed upon to pay Mr. Cattell.

Q. Is that the only sum of money that you, or either one of your firm, ever have paid him?—A. I do not remember without looking at the books, but Mr. Godshell would be the proper person to call for that purpose. I was absent very much at the time, and know very little about the expense account of the firm. I put my pen to no book during five years, and to very few checks during that time. I remember that Mr. Cattell got a check of some amount, which I cannot now recollect, but we never employed him, or anybody else, as a commission man to sell for the Government. We put in our proposals the same as other people did.

Q. Were all the contracts or agreements which you had with the Navy Department under the annual lettings?—A. No, sir. It may occur to-morrow or Monday that Captain Russell, who is pay-inspector here, will put into the paper, "Proposals received up to such a day, and for so much coal." We then put in our proposals as others do. We have never got any other contracts from the Government in any other way than by proposals.

Q. Have you ever been inquired of before such advertisements, as to the quantity of coal which you had on hand, with a view to ascertaining your capacity or power to make a bid?—A. I have no recollection of anything of the kind.

Q. Have you had no information prior to the advertisement that the Government would want coal?—A. I have no recollection of that at present.

Q. I mean, were you apprised of the fact that the Government would want a certain amount of coal?—A. I have no recollection of that now. We keep as little coal on hand as we can, and depend in filling a contract on the daily production of our colliery, which is pretty large.

Q. You have previously stated in conversation to me that in a number of proposals which you have made to the purchasing-paymaster here, you have observed the fact that the successful party was a bidder underneath you just one cent?—A. Yes, sir; sometimes it has been just one cent. Last year, at the close of the season, we had about 1,000 tons of broken coal that we did not care to carry over, for the reason that we supposed that

tolls would be reduced. I figured and put our price at twenty-five cents a ton below our fall price of coal on board. I thought I would put the proposal in at \$4.45; I did so, and somebody else put in \$4.44, and we lost it.

Q. Who did that?—A. I think it was John Street & Co. That is my impression, although I have no knowledge of it.

PHILADELPHIA, April 12, 1876.

EDWIN A. GASKELL sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of J. W. Gaskell & Son?—Answer. Yes, sir.

Q. How long have you been such member?—A. The firm was formerly Gaskell & Galvin. I was a member of that firm. We dissolved partnership in 1867.

Q. Have you been a member since 1871?—A. Yes, sir.

Q. Since 1871 has your firm been contractors or dealers with the Navy Department?—A. Yes, sir.

Q. What kind of material have you furnished to the Navy Department?—A. Nothing but lumber.

Q. Are you enabled to state how much of that has been at the regular annual letting, and how much by what is called open purchase?—A. I should judge the larger portion has been from annual lettings.

Q. How has it been within the last three years?—A. I should say that the larger amount has been from the annual lettings. There has been some cheaper material furnished that would probably aggregate more feet, but in dollars the larger amount has been in the annual lettings.

Q. Do I understand you to say it was timber or lumber?—A. It was lumber. We never furnished any timber.

Q. Have you supplied any other navy-yard than the one in Philadelphia?—A. Yes, sir. We have supplied Washington, Norfolk, and New York, but all on the yearly contracts. We never received an open purchase on any other navy-yard than Philadelphia.

Q. During this period of time since 1871, have you paid, or has your firm paid, to any one any fee or commission to secure a contract?—A. No, sir; never a dollar.

Q. What have been the relations of your firm with A. G. Cattell & Co., or either member of said firm?—A. My father and Mr. Cattell have been like brothers for the past twenty-five or thirty years, or as long as I can remember. I was raised in A. G. Cattell & Co.'s store. My first start-out in business was with A. G. Cattell & Co. Mr. A. G. Cattell is to me almost like a second father. The only relationship that I could say would be friendship for both my father and myself. I have never asked anything of Mr. Cattell. Our business with the Navy Department has been entirely on advertisements and on invitations sent to us by the pay-inspector, of which I think I have every one and every reply to him on file in our office.

Q. Was that pay-inspector Mr. Russell?—A. It was Mr. Russell most of the time. Mr. Fulton was here part of the time. He was here only a short time. Mr. Russell was transferred to the bureau of provisions and clothing in the navy-yard at the city here.

Q. Do you know of any presents being made by anybody who was a contractor or dealer with the Navy Department, to any one in the naval service?—A. No, sir; I do not. Mr. Russell's son came to our office one day, and I gave him a few thin boards. He makes these little fancy brackets, having a jig-saw which he works with his feet. It is a minor thing, and the whole value of the lumber that I gave him probably would not amount to a dollar. He is about, I should think, nineteen or twenty years of age.

Q. Do you know of any gifts, gratuity, loan, or accommodation being made by any one who was a contractor or dealer with the Navy Department, to any officer or employé?—A. No, sir; I do not.

Q. Or to Mr. Cattell, or either of them?—A. No, sir.

Q. Do you know that such gifts, accommodations, presents, or anything of that kind have been made to the members of families of officers of the Navy Department, or in the naval service in any way?—A. No, sir; I am not acquainted with any members of the families, except Mr. Cattell's family, and those not very well.

Q. You have no information that any such thing has been done by anybody else?—A. I have not.

Q. Your firm have sometimes exchanged notes, or borrowed notes from Mr. Cattell, and loaned your notes to Mr. Cattell, or Cattell & Co.?—A. Yes, sir; we have done that before my time, and it has been continued on until the present day. We have, as you might say, exchanged notes. If we wanted a note we would send down and get it. And if they wanted a note they would send up and get one of ours. But that has been done for the last twenty years, I suppose.

Q. At any time since 1871 has Mr. A. G. Cattell or E. G. Cattell had any interest, directly or indirectly, in any of your business?—A. No, sir; not in any way. Of course the ex-

change of notes would not be called any interest. That is a business affair, which had been going on from long before we ever furnished anything to the Navy Department, and, as I say, for the past twenty years. They pay their notes when they come due, and we pay ours when they come due.

By Mr. BURLEIGH:

Q. In those transactions how does the balance stand to-day? Do they owe you or you owe them?—A. They always do owe us: we very seldom get anything from them.

Q. Have you those notes that you have taken up for them in your possession now?—A. Yes, sir.

Q. To what sum would they amount?—A. Sometimes they go as high as \$50,000.

Q. That you have taken up of their notes?—A. No, sir; they would pay their own notes. We gave them our note, and when it came due they would send us a check. Of course, we make all our notes payable at the bank. If it came due to-day, Mr. Warr would send us up a check for the amount.

Q. Have they done so in every instance?—A. Yes, sir.

Q. Is there no note that you have in your possession that you have paid for them?—A. No, sir; never. We never paid one; if we did they never would get another one.

Q. Is there no loan standing on your books to them?—A. No, sir. We have borrowed money of each other, as all business houses might do.

Q. Have you never given them a note that you have taken up yourself?—A. No, sir; nothing but what has been paid by them. They are all accommodations, such as I have spoken of.

Q. You say neither you nor your firm have ever in any way given any commission, or any money whatever, to any of the Cattells?—A. Yes, sir; no money whatever.

By the CHAIRMAN:

Q. Have you ever called upon either one of them to exercise any influence or supposed influence that they had in order to get you a contract?—A. No, sir; not to get us a contract.

Q. To exercise it in what way?—A. I called on Mr. A. G. Cattell in this way: Last year, in the yearly contract for the Philadelphia navy-yard, we were the lowest bidders. I was in Washington when the bids were opened. I supposed, of course, we would be awarded the contract. Time went on and we did not get it—that is, we did not get notice that the contract had been awarded to us. I was anxious to go West and make my purchases, which I generally do in the spring. Father was in Washington. I wrote him asking him to call on Mr. Hanscom, and see if we would get that contract; because I did not want to order the lumber until I knew we would get the contract. He called on Mr. Hanscom, who told him that he did not think, if we were the lowest bidders, that there would be any doubt but what we would get the contract. Afterward he met the Secretary going over to New York, and asked the same thing of him, stating that I was anxious to go West, and wanted to purchase a portion of this lumber if we got the contract. The Secretary replied, "Well, I do not see why you won't get the contract if you are the lowest bidder." He came home and told me of that and I went West and bought the lumber, intending to put it in on a contract. Time went on and the lumber was here, and still we did not get the contract, and one day I saw the Secretary was at the Continental Hotel. I called on Mr. Cattell, and asked him if he would not personally see the Secretary, and know whether we were going to get this contract; that we were the lowest bidders: had the lumber here; and if we did not get it we should be the losers. I told him of our conversation. We got the contract for a portion of that yearly letting at the price we bid. That is all I asked Mr. Cattell to influence for me.

Q. Who got the rest of that contract?—A. It was not given out.

Q. That was for the last year, 1875?—A. For 1875 and 1876. We got a portion only, as I have said. In fact, Mr. Cattell asked me what we had ordered, and I told him. We only got an order from the chief of the bureau for the portion that we had ordered.

By Mr. BURLEIGH:

Q. Did you never ask Mr. Cattell to use his influence in your favor to get you orders from the Department—open purchases?—A. No, sir; we never did. Most all of our business has been on invitations to bid; in competition and on advertisement.

Q. Invitations from the paymaster?—A. Yes, sir. We have not called ourselves Government contractors. We are in the wholesale lumber business.

Q. Do you ever make any presents, or discounts, or anything of that nature, to the paymaster?—A. No, sir; never; and I should feel that I would insult him if I was to do such a thing. I think the paymaster here, so far as practical business is concerned, is the closest buyer I ever knew, and a great deal more so than some in our trade. That has been our experience. We were the lowest bidders in the Boston, Pensacola, and New York yards on several classes, but we never got any orders except this order for class 13, white-pine manufactured lumber,

Q. Do you know whether white-pine plank has not been furnished to these yards by other parties?—A. Yes, sir.

Q. During this fiscal year?—A. Not during 1876.

Q. And has it been furnished in 1875 and 1876?—A. S. P. Brown, of Washington, had furnished quite a considerable amount here in 1875. Mr. Brown was furnishing at the time that I commenced, and I felt that his furnishing was the reason that I did not get the contract, and having been the lowest bidder; and yet, knowing that you are never sure of an order till you get it, I tried three or four times to know whether we would get it or not; and then, feeling satisfied that we would get the order, from being the lowest bidder, I ordered the lumber.

Q. Did you call the attention of the head of the bureau or the Secretary of the Navy to the fact that Mr. Brown was supplying the kind of lumber that you bid for, and for which you were the lowest bidder?—A. No, sir; I did not; because I did not think that Mr. Brown got the contract after my figures had been given. Mr. Brown was furnishing on a contract that was undoubtedly given to him previous to the opening of bids for this yearly contract on the first of July.

By Mr. JONES:

Q. Did you come to the conclusion that he was putting in an amount in excess of his contract, instead of you having the contract which you bid for?—A. I felt that he was putting in the same kind of lumber that had been asked for in the yearly contract; and if it had not been for his putting that in we would have received the order without a murmur.

Q. Then you certainly must have come to the conclusion that he was still putting in an amount exceeding his contract to take the place of your contract that you had bid for, if it came in in the fall of 1875?—A. He was putting in at the time considerable other material. This did not all come at once. If you will observe from the advertisement there was a lot of other material, of decking, &c., which we did not furnish, and which was stricken from our order. He was furnishing that all along. So that it took him quite a considerable time to furnish his order. He commenced before we got our order or before we commenced, so that I could not think he got his order in place of us, because he certainly must have had orders to furnish this lumber before we got ours, or before we could have expected to have received ours.

Q. But lots of it came after you had made your bid?—A. Yes, sir.

By Mr. BURLEIGH:

Q. When you put in your bid and found that you were the lowest bidder on contracts for the kind of lumber that you furnished, did you not understand that if your bid was accepted, you were to furnish all the lumber of that kind that they wanted during the year 1875 and 1876?—A. No, sir; I never understood that.

Q. What, then, does the annual letting mean?—A. I would like to place it in that way if I could understand it so, but I have understood that the annual letting is merely for the amount of lumber that is asked for in that annual letting.

Q. Did you have the privilege to put in the amount of lumber that you bid for?—A. No, sir; all but the decking, about 150,000 feet less than I bid for. I put in all the rest. That was about half the amount that I bid for.

Q. You were the lowest bidder on the decking?—A. Yes, sir; I was the lowest on everything.

Q. Who put in the decking?—A. The decking was put in by S. P. Brown.

Q. What time did he deliver that?—A. He commenced delivering it before we got the order. I think that the reason the decking was stricken off our order was because it had been already contracted for.

By Mr. JONES:

Q. Do you know whether it was by an annual letting or by open purchase?—A. I could not say as to that. I hope I will be understood in this matter of S. P. Brown that Mr. Brown must have received this contract prior to our bids being put in.

By Mr. BURLEIGH:

Q. You have said that you were the lowest bidder at Pensacola, New York, and Boston.—A. Yes, sir; but I do not think those materials were ever furnished there. The order was never given out at all.

By the CHAIRMAN:

Q. Class 23, at New York, black spruce?—A. I had that class at Pensacola, and also at Boston. I did not get that. The contract was never given out.

Q. In the annual report it is marked "class not awarded." If it was furnished at all at either one of those places, all you have to say about it is that you did not furnish it?—A. That is all I can say about it.

PHILADELPHIA, *April 12, 1876.*

JOSEPH W. GASKELL sworn and examined.

By the CHAIRMAN :

Question. Are you the senior of the firm of J. W. Gaskell & Son ?—Answer. I am.

Q. Has that firm been dealing with the Navy Department in supplying lumber for a number of years past?—A. It has.

Q. State if, since 1870 and 1871, you or any member of your firm have paid any fees or commissions to anybody in connection with your contracts or agreements with the Navy Department.—A. None that I know of. I do not give the business much of my attention. I am merely the senior partner there, and am away a great deal. I know of nothing of the kind. If it has been done I have never been told of it. There is no account of it on the books that I have ever seen.

Q. Has your attention been called to the value of material furnished to your firm so as to enable you to state the relative amount furnished by your firm under regular annual letting and that furnished by open purchase?—A. I could not tell you anything about it.

Q. Have you any knowledge of the details of your business since 1871?—A. O, yes : I am there some of the time, but as to giving one figure from a three years' business, I could not state it. My head has become too old and my memory too treacherous for anything of the kind.

Q. Have you furnished large quantities by open purchase?—A. I do not know as to that. Personally I do not know of anything that we have ever furnished except what has been contracted for by advertised bids. There may have been, although I do not know it.

Q. Have you obtained any contracts or agreements under orders of the bureau?—A. Nothing but yearly contracts.

Q. Have you obtained by orders of the bureau any extension of contracts?—A. No, sir; we have always filled our contracts according to law.

Q. Has the bureau failed to award you contracts in instances where you were the lowest bidder?—A. I do not know that it has. We have generally got the contracts when we were the lowest bidders, I think. I have no recollection of an instance to the contrary.

Q. Have you availed yourself of any influence from any outsider with a view of controlling the disposition of any contract or agreement?—A. Not that I know of.

Q. I call your attention to the contract or agreement which you have been filling during the present fiscal year.—A. I think circulars have been sent out, and we have been the lowest bidder : that is my impression.

Q. In class known as class 13, "white-pine plank," you were the lowest bidder during this year?—A. I suppose we were, or we would not have got it.

Q. Did you not go to Washington City, the contract not having been awarded to you for some time, to see about it, with a view of arranging in regard to your business and your son's departure for the West?—A. Certainly I went there when the bids were opened, and found that we were the lowest bidders.

Q. Was the contract awarded to you then?—A. Yes; they told us we could go ahead and they would send us the order.

Q. Did you not afterward see the Secretary of the Navy in regard to it, stating that it had not been awarded to you?—A. No, sir; not until after it had been awarded to me. I don't know. I might have seen him. I often see him.

Q. I observe, upon turning to the official report of the Secretary of the Navy made to the President and the Houses of Congress for this year, upon turning to that class in his report or the report of the head of the bureau, class 13, "white-plank board."—A. I do not know anything at all about that. I know we put in for the yearly contract, and we were the lowest bidder on certain things. I cannot tell you what they were or anything about it. I went to Washington, or rather stopped on my way from Norfolk to see why they did not send us up the order to put it in. They did not do it for some time. I think I saw Mr. Hanscom and he said that the reason was, they did not have money to spare yet, and were holding back and did not want us to put it in right away, or something like that. He said, "you will get the order in good time." There was not any trouble about it, or anything of the kind.

Q. How long were you delayed in getting the order to fill your contract?—A. I cannot say about that.

Q. Did you see the Secretary of the Navy in regard to it at all?—A. No, I did not see the Secretary during any of my visits to Washington.

Q. Did you see him away from the city of Washington?—A. I might have met him here.

Q. Did you call his attention to the fact that it had not been ordered?—A. I do not recollect that I did that even.

Q. Did you call upon Mr. Cattell in reference to it at all?—A. No, I do not think I did. I know I never did.

Q. Was your attention called to the fact that Mr. S. P. Brown was delivering the same kind of plank-boards to this navy-yard and you had not received the order?—A. I have no knowledge of Mr. Brown's contracts, or anything about them. I do not know him, and I do not know anything about his business.

- Q. Was the navy-yard here being supplied by other parties with that kind?—A. That I do know. I do not go to the navy-yard once in six months.
- Q. You were at Washington when the contracts were opened?—A. Within a day or afterward.
- Q. And you say that you were the lowest bidder?—A. Yes, sir.
- Q. You say that the contract had been awarded to you?—A. Yes, sir.
- Q. You called on Mr. Hauscom in relation to filling it, and an order to fill it, and he told you that he did not want to do it just then?—A. Well, I don't exactly remember the words. He said that we were the lowest bidders, and of course would get the contract. It was about what he said. The clerk in the office there showed me the bids, and showed me that we were the lowest on the list.
- Q. What excuse did he give you?—A. He did not give me any excuse, only that it was done. I had no idea of losing the contract at all. We supposed that we would get it, of course. We put in our bid, and of course expected to get it if we were the lowest.
- Q. Do they not, upon opening the bids, or within a short time afterward, designate who the successful bidder?—A. Not until they are all figured up to see who is the lowest bidder.
- Q. When it is figured up they do award the bids, do they not?—A. I believe so, generally.
- Q. How long a time does it take them generally to make the calculation—a week or two, a month or two, or how long?—A. Sometimes they are pretty slow. It takes a good while sometimes before we get the orders.
- Q. The orders follow the award?—A. Always; when they get ready to furnish them.
- Q. Do I understand you as meaning to say that the award is not made until the order is issued, or is the award made prior?—A. I suppose the award is made when they are figured up, and they issue the orders when they get ready. It is a thing I never took much part in, and know very little about in any way, but I did stop at Washington. I had been very much interested in lumber at Norfolk, and was down there a great deal; and on my road from Norfolk I stopped several times on account of business in that way.
- Q. Do you remember any instance in which the action of the Department was delayed as much as a month after the opening of the bids, in which an award failed to be made?—A. I cannot tell you whether it was delayed a month or six months. I would not undertake to say at all. I know they have been very slow about it sometimes.
- Q. Do you know of any gifts, presents, or awards being made by any one connected with contracts or with the supplying branch of the public service, to any officer or employé of the naval service?—A. No, sir; not lately.
- Q. Do you know of any such gifts, presents, or awards being made to any of the members of any of the families of such officers or employés?—A. No, sir.
- Q. Has A. G. or E. G. Cattell ever in any wise been interested with you in any contracts with the Navy?—A. No, sir; never.
- Q. You have paid to neither one of them any fee or commission?—A. No, sir; not that I know of. I do not think we have. I do not think we have ever paid anything. Anything they ever did for us was done through pure friendship. We have been friends for thirty years of the most intimate kind. There never was any agreement or anything of the kind between us. Of course if they had any influence in any matter of business anywhere they would recommend me if they could in any way, no matter where it was, whether it was private or public; but let them do what they would for me, they would not take any pay from me. Our friendship is too strong for that.

By Mr. JONES:

- Q. What time did I understand you to say you called on the chief of the bureau to see about your bid on your return from Norfolk?—A. I cannot tell you that, sir. It was shortly after the bids had been opened. I do not think any of them had been awarded.
- Q. Did I not understand you to say to the chairman that the chief of the bureau said there would be no doubt but what you would receive your order in time?—A. Yes, sir.
- Q. But the reason that he did not give it to you was because they were short of money?—A. He said they did not want us to put it in right away if we wanted money, because the bureau at that time was short of money, and would he, I think he said, until after June.
- Q. Your bids are not opened until the first of July?—A. Maybe it was something before that that I have got in my mind erroneously in regard to the money. It might have been on some other occasion that he said that. If it was not opened until July we had this order sent, and furnished the lumber in August, I think.
- Q. Have you furnished the whole of the last order you got?—A. Yes, sir; I think so. I have not heard anything to the contrary. As I say, I am not very faithful to our affairs here. I could not say.

PHILADELPHIA, *April 15, 1876.*

CLARK MERCHANT sworn and examined.

By the CHAIRMAN :

Question. Have you ever had any contracts or dealings with the Navy Department ?—Answer. Yes, sir ; I have, with the navy-yard here, and once only with the bureau at the Navy Department.

Q. What species of property did you sell to the Government ?—A. I am in the metal business—general supplies, tins, leads, spelters, copper, &c.

Q. Did you ever pay any fee or commission to any person to secure a contract for you ?—A. No, sir ; I will commence by saying that I have been an officer of the Navy myself for thirteen years, having entered in 1852 and resigning in 1865 ; I was a line officer in the Navy and a graduate of Annapolis.

Q. Do you know of fees or commissions being paid to anybody ?—A. I do not ; we have had very little to do with the navy-yard, in fact, except upon two or three occasions within the last three or four years. We have never been allowed to have anything to do with them in the way of furnishing supplies.

Q. Why ?—A. That is a question I cannot answer.

Q. Has your attention been called to the coal contracts made with the Government by different parties ?—A. When I first started in business here in 1865, I was connected with the shipping business ; I went in with my brother ; I was then chartering vessels through him for the Pacific Mail Steamship Company, and shipped all their coal from here to San Francisco. I naturally bid for the Government vessels at that time and took a good many contracts. That was when the coal business here was under the charge of Commodore Adams and Captain Truxton. Of course, all brokers had information in such cases, and we used to go in and furnish the vessels, and had to name them to the commodore together with the rate of reight from there to Mare Island navy-yard ; we furnished a number of vessels while Commodore Adams and Captain Truxton were in office ; they were stationed in Walnut street, it being a special department for the shipment of coal. That was afterward given up and went into the paymaster's office here. I was in that business up until 1870 ; I then gradually got into the metal business. Since then we have been furnishing some supplies to the Government, but with two or three exceptions nothing to speak of.

Q. State the mode and manner of the contracts being made for the shipment of coal from this point to the various navy-yards of the United States, and if it is done as it was formerly done.—A. No, sir ; it is not, as I understand, although I am not speaking of my own knowledge. The shipments of coal of late have been given to the firm of D. S. Stetson & Co. I do not know what the arrangement is ; I only know that I observe in the newspapers that they have cleared and loaded coal for the Government. I think three years ago Paymaster Russell came to my office and stated that he wanted to ship some coal to Key West. I wrote to my brother who was in the business, but I do not think he got the bid. I do not know anything about that coal business since 1870, and I have no personal knowledge of the mode or manner in which it has been done since that time.

Q. Where can this committee obtain information upon that point ?—A. From D. S. Stetson & Co.

Q. From whom else ?—A. From different brokers ; for instance, Workman & Co., and S. H. Gregg & Sons. All of us used to compete and bid for the Government coal while I was in the shipping business. It is a very important item in the case of a vessel carrying 1,200 or 1,500 tons for the Government. I have known the time when my commissions have been \$1,500 for obtaining a charter. We were not allowed in those days to take a bid from the Government on speculation and then take the vessel, but were obliged to state where the vessel was, how many tons she carried, and whether she was an American vessel. She must rate first class and was to carry for so much a ton.

Q. The vessel paid the commission ?—A. Yes, sir ; of 5 per cent.

Q. The only interest the Government had in it was getting the lowest rate of freight ?—A. Yes, sir ; and they did. At that time the Government got contracts to have coal carried to San Francisco much cheaper than private individuals could do it, because there was so much competition in Boston, New York, and in fact all over the United States. We used to keep the run of vessels all over the country in the different ports, and telegraph their owners when necessity required.

Q. Do you remember what the freights then were ?—A. I could not state now. My impression is that they used to be fifteen to seventeen to twenty dollars a ton, and I think as high as twenty dollars a ton was paid at that time.

PHILADELPHIA, *April 19, 1876.*

JOHN STREET, Jr., sworn and examined.

By the CHAIRMAN :

Question. Have you ever had any contract or agreement with the Navy Department, or any of its agents, for the delivery of coal ?—Answer. I have.

Q. To what extent?—A. I cannot give you the exact number of tons. It would vary from 17,000 to 20,000 tons in the course of a couple of years.

Q. Your relations have been entirely within the last two years?—A. Perhaps three years could cover the time. Last year they were more extensive than they were the year before.

Q. What commission have you been paying to Mr. E. G. Cattell?—A. Not a cent.

Q. Have you paid no commission to any one?—A. No, sir; I do not know Mr. E. G. Cattell in the matter.

Q. With whom have your contracts or agreements been made?—A. By proposals advertised in the paper; put in on such and such days before 1 o'clock, and sealed proposals opened at Paymaster Russell's office.

Q. Do you remember for what bureaus that coal was furnished?—A. In one case it was for the equipment bureau at the Philadelphia navy-yard. I think most of it in fact was for the equipment bureau.

Q. Have you made no agreement or contract save and except upon regular advertisement?—A. Upon nothing but regular advertisement.

Q. And those were made with the purchasing-paymaster here?—A. Yes, sir, and they were upon proposals at the opening of which all were present, and the lowest bidder took the contract. In cases of immediate want he would send around to a half dozen, the Philadelphia and Reading Coal and Iron Company for instance, and such establishments as those, saying that he would receive our propositions.

By Mr. HARRIS:

Q. I understand that the bids are always opened in the presence of all the parties?—A. Yes, sir.

Q. Have you personally attended to that yourself?—A. Yes, sir.

Q. Are you a producer of coal?—A. We advance money to the collieries in the fall of the year, and then take the production of their collieries during the coming season, selling for them on commission guaranteed.

Q. Have you had the assistance of anybody to obtain contracts?—A. No, sir.

Q. Has any favor been granted by you or your firm to any officer of the Navy?—A. No, sir.

Q. Has Mr. Russell asked any favor or accommodations from you?—A. No, sir, quite to the contrary. He always goes down to the very last penny.

Q. Has he asked no personal favor or accommodation from you?—A. No, sir.

Q. Have you made any presents in any form to anybody connected with the Navy Department?—A. No, sir.

Q. You do not know Mr. Cattell?—A. No, sir; I know him in business, but that is all.

Q. Has he ever suggested to you that he might aid you?—A. No, sir.

Q. Has he ever approached you on that subject?—A. No, sir; he never has been to our place of business.

Q. I suppose your business is a very large one. A. Yes, we do from 75,000 to 100,000 tons a year.

By the CHAIRMAN:

Q. Have you any arrangement with Mr. Del Noblitt?—A. Not at all.

Q. Do you make any deduction in your bills rendered?—A. No, sir, not a penny.

By Mr. BURLEIGH:

Q. Is any of your coal shipped to the Pacific coast for the Government?—A. Under our contract last year we sent 2,000 tons to Rio and 1,000 tons to Picbilique.

Q. Do you know of any fraud or abuse in connection with the naval service in any way?—A. I do not.

Q. Or on the part of any of its officers?—A. Not the slightest; business has been done with us more strictly than it has been done with other business contracts with furnaces along the road. I think last year we furnished more coal to the Navy Department than anybody else. We furnished it at \$4.45 a ton, and even in the matter of lightering Mr. Russell would not allow us more than 10 cents a ton for lighterage, while it cost us 15 cents a ton to lighter it alongside the ship.

PHILADELPHIA, April 19, 1876.

ALFRED C. HARMER sworn and examined.

By the CHAIRMAN:

Question. Have you had any relation with the Navy Department as a contractor in any way?—Answer. Yes, sir. The firm of which I am a member, Black, Harmer & Co., has sold to the United States Government 175 tons of coal. I think that is the total amount.

Q. At what time was that?—A. Covering a period of, I think, the last two months.

Q. You were at one time a representative in the United States Congress, of one of the districts in the city of Philadelphia?—A. I had that honor, sir.

Q. State how and in what manner, if the fact was that way, you were entitled or claimed the right to designate parties to be employed in the navy-yard.—A. Allow me to state that I never claimed that as a right, and never endeavored to exercise a right or claim a right of that character. Like all members of Congress who are candidates, and like those who are not members of Congress, I solicited favors from time to time from the officers at the navy-yard, in the way of asking for employment for people in my own district. I always did that, not only to that department but to all the departments. I always felt that it was one of my duties to look after the people in my district who were out of employment. I did what most candidates would do, paid special attention to men who were of my own party, but not to the exclusion of men of the other party. I have devoted much time to getting employment for people in my district, not only in the navy-yard but at other places, on railroads and wherever appointments were being made.

Q. Were you acquainted with the fact, if such is the fact, that laborers were distributed, in proportion named, among the several congressional districts lying near to the navy-yard?—A. My impression is that the men employed by the Philadelphia navy-yard were largely from the lower districts, they being adjacent and adjoining the property of the navy-yard. I think the discrimination was always largely in favor of that section of the city. I take that from rumor and hearsay. The men who were in the yard from my own district very frequently said to me, that a very large number were employed from the down-town districts. I believe that to have been the fact.

Q. Was not the claim put forward or recognized that the district which you represented was entitled say to a given number or a given proportion?—A. I shall be very happy to answer that question. When I was first elected to Congress, I ascertained the fact that the district that I represented had but very few men employed at the Philadelphia navy-yard. My impression is that a dozen men would have covered the entire number. I presented the fact to the Secretary of the Navy that there had been a discrimination against this district. It was partly made up of Bucks County. Some parties claimed that countrymen had no right to employment in the yard; that it belonged to the city of Philadelphia, &c. I stated that fact to the Secretary of the Navy, and said that I knew no reason why that district should not have a fair proportion of the men to be employed in the Philadelphia navy-yard. He said, "I agree with you on that point, and your district shall be represented fairly in the employment of men there." Those are the facts of the case.

Q. Do you know whether he issued any order in regard to it?—A. I do not know whether or not he issued an order to that effect, but the fact is it was understood at the yard that the district should have a fair number, if not a proportionate number of people employed at the Philadelphia navy-yard. That might have been sent in the shape of an order. I cannot state positively on that point.

Q. Do you remember whether, in making that arrangement, the congressional district in the State of New Jersey represented, say, by Mr. Hazelton, was to be equally recognized with the districts here in the city?—A. I cannot answer that question directly. I will say this, however, I had several conversations with Mr. Hazelton upon this very question, and I think he complained that his district was not fairly represented, but I do not think that there was ever any arrangement made between Mr. Hazelton and myself to secure an order. I had conversations with him on the subject as well as a conversation with all the members from the city of Philadelphia. I called on the members from the city and said to them that I thought there was an unfair division of the employment of the men from the different districts of the city. Of course they did not join very heartily in a movement that would take from their districts and give to us. It was a general conversation.

Q. Were you not, from time to time, notified, by the officers who were in charge of the navy-yard, that they would require laborers?—A. No; I do not think that I ever received what might be termed a notice. Following my statement to the Secretary of the Navy, I made it my business to call often at the Philadelphia navy-yard, and to inquire whether men were to be put in. I would learn at times from them that the force was about to be increased. I may have written letters when an increase, say of 600 men was to be made, or any other number in fact, stating "500 men are to be put on, and there are five districts; my district is entitled to 100 of those men." I may have written such letters and made such claim. I think it is very probable that I did, because I worked very hard to get for my district a fair share of the patronage.

Q. I mean this: Calling your attention particularly to a notice sent around, if such was the fact, by Commander Mullaney, that he needed thirty boiler-makers, do you remember receiving any such notice?—A. No, sir; I have no recollection. My impression is that I received none because I never had any particular status in that department of the yard. First, because I did not ordinarily seek it; and next, because I had not many boiler-makers in my district.

Q. Did you receive any notices of that kind from other branches of the yard?—A. Not unless in answer to an inquiry of my own. I may have made inquiries in writing, although I do not know it. I have no distinct recollection. If I had I would be free to name the fact.

Q. Was there any increase in the number of employes made about election times?—A. Yes, I think that has been the practice in Philadelphia ever since I have had a recollection of the Philadelphia navy-yard.

Q. Was that so in the year 1870 or 1871 or 1872?—A. Yes; it has always been so to my recollection, since I have had any knowledge of the navy-yard here. Whether it was from the fact that following the appropriations men were employed from year to year, I do not know, but it is my impression that the force is always increased following the appropriations of July and running through the winter. I think that has always been the practice.

By the CHAIRMAN:

Q. Under date of November 14, 1873, I find the following letter:

"Hon. A. C. HARMER, M. C.,

"806 Walnut street, Philadelphia:

"SIR: We are greatly in need of about thirty boiler-makers to complete the work in hand on the Canandaigua. I should be very much obliged if you would aid me in obtaining the requisite number. I want men more especially to work upon this ship at night, as the Department is very anxious to complete her repairs.

"Very respectfully,

"J. R. MULLANEY,

"Commandant."

He was commandant of this yard at that time?—A. Yes, sir.

Q. A similar letter, I observe, is addressed on the same day to the Hon. Charles O'Neill, M. C., and also to Hon. Leonard Myers, M. C., also to Hon. John W. Hazelton, M. C., and Hon. W. D. Kelley, M. C. Who were these gentlemen?—A. They were then members of the Forty-second Congress.

Q. Did Mr. Randall have any show about this time?—A. I do not know whether he did or not. I believe that his district, from what I heard from the workmen here, was always fairly represented in the number of men employed.

Q. Do you know whether it was done upon his recommendation or not?—A. That I do not.

Q. Were these recommendations given upon political considerations?—A. I never, in recommending men for employment, allowed that to enter into the question of my recommendation to the officers at the yard. I always recommended them as men worthy of employment, but never stated the fact that they were republicans or democrats. I would say in addition to that that there were always complaints in my district that I would recommend democrats for employment. There was a general complaint to that effect. Upon that point I was never thin-skinned.

Q. Do you know of any abuse or fraud connected with the naval service at this point or any other?—A. I do not. I have no knowledge of anything of that kind in any shape or form.

Q. Have you any knowledge or information, the source of which is available to the committee, of any fees, commissions, rewards, gifts, or gratuities being received by any one connected with the naval service?—A. I have not in any shape or form. Common rumor we hear, of course, but nothing that I dare repeat as a fact or anything of which I have any knowledge whatever; neither have I information that I deem reliable in that regard. I will say that there was a general desire in Philadelphia to secure League Island as a general naval station, and following that the necessity of removing the yard from the old point seemed to be in the minds of everybody here. The entire community, I think, irrespective of party, was anxious that that should be done. I don't think there is a doubt upon that point. I have no particular part in it except to join in the general desire, which seemed to prevail all over the city, that League Island should be a great naval station, which it could not be until the old Philadelphia yard was abandoned. I have said heretofore that I was a member of a firm which sold to the Government 175 tons of coal. I wish it to be understood that I was not a member of Congress when that coal was sold to the Government by my firm. It was sold to the paymaster here. The paymaster addressed a letter to our firm, and I do not know how many more, but I imagine to several others, asking the lowest price we could furnish coal delivered; I think once on board of a vessel and once at the island. We answered the communication giving him the price. It was sold close; we did not make 2 per cent. on it. That is all the business we have done with the Government.

By Mr. BURLEIGH:

Q. Do you believe that the United States Government would be justified in building up a navy-yard at League Island at a cost of \$50,000,000?—A. I have thought long since that League Island was the best place in America for a great naval station.

Q. Has not your city pride probably influenced you in that belief?—A. I have considered the question aside from that point of view. We have fresh water there; it is at the mouth of two rivers; it is not very far from the bay, and I have always looked upon it as a favorable point, irrespective of any preference which I might have for seeing the station located at Philadelphia. Of course we are all influenced, to a certain extent, by what will most directly promote our own section of the country. That is a general feeling, and I partake of it to the same extent probably that other gentlemen are influenced in regard to their sections.

PHILADELPHIA, *April 19, 1876.*

ROBERT H. POWELL sworn and examined.

By the CHAIRMAN :

Question. Are you a dealer in coal in the city of Philadelphia ?—Answer. Yes, sir.

Q. As such dealer have you, within the last four or five years, had any dealings with the Navy Department of the United States ?—A. We have answered several advertisements for proposals. That is to say, we have seen the advertisements for proposals generally in the United States Gazette, and have put in our bids upon certain printed forms that were furnished to us, and in that way we have supplied a small amount of semi-bituminous coal for blacksmithing purposes.

Q. Was that for the Bureau of Construction, Bureau of Equipment, Bureau of Steam-Engineering, or Bureau of Yards and Docks ?—A. My impression is that it was for the Bureau of Yards and Docks. It was for blacksmithing purposes, as I have said.

Q. Do you remember ever to have had a contract or agreement with the Bureau of Equipment ?—A. I do not.

Q. Or the Bureau of Construction ?—A. No, sir.

Q. You were a successful bidder on your proposals to the Bureau of Yards and Docks ?—A. We were last year.

Q. State the quantity furnished by you, and the rate per ton ?—A. Three hundred tons were delivered to the Philadelphia navy-yard, and 1,000 tons to the Brooklyn navy-yard.

Q. At what rate per ton ?—A. At \$5.19 to the Philadelphia navy-yard, and \$5.57 to the Brooklyn navy-yard.

Q. Has your firm ever been invited to make any proposals to other bureaus ?—A. Not to my knowledge.

Q. Have you been invited to make proposals to the purchasing-paymaster at this point ?—A. Not to my knowledge.

Q. During this time, if you have any knowledge or information upon the point, who have been the fortunate parties in the city of Philadelphia in supplying the Navy Department ?—A. I really do not know that I can answer that question by saying who are the fortunate parties. I have understood that there were three or four parties in Philadelphia who have supplied coal to the Government. To what extent or to what particular value, I am unable to say.

Q. Who are those parties ?—A. I think Street & Co. have supplied more or less. I have understood so, and that is all I know about it. If I am confined as to what I actually know myself of those people, I could not give you a single name that is not mere rumor. I have no personal knowledge of the fact.

Q. Have you paid any fees or commissions to any one to secure a contract for your firm ?—A. Not to the extent of one farthing, neither directly nor indirectly.

Q. Your firm has only done business with the Navy Department in the manner indicated already in your statement ?—A. Yes, sir; that is, to the best of my knowledge.

Q. Are you a dealer in anthracite coal ?—A. No, sir; I am a producer from my own property of semi-bituminous coal, used principally for manufacturing purposes and in a great measure for steam purposes, but not with the Government of the United States. They confine their consumption entirely to anthracite for that object.

By Mr. BURLEIGH :

Q. Who are the parties who furnish the Government with the most anthracite coal to your knowledge ?—A. I have heard that several persons have done so, although I cannot say that they have.

Q. Who are the principal parties of whom you have heard ?—A. I understood that Mr. Gowan, president of the Reading Railroad Company, had furnished some to the Government. I think he told me that himself. Street & Co., I have understood, also furnished coal. Also a party named Scott & Brother, and I have heard that Neal & McCrary supplied coal to the Government.

PHILADELPHIA, *April 10, 1876.*

CONRAD F. CLOTHIER sworn and examined.

By the CHAIRMAN :

Q. State your residence and occupation.—A. I reside at No. 844 North Broad street. My occupation is that of a cordage manufacturer. I am of the house of Edwin Fitler & Co.

Q. Your firm has supplied, from time to time, to the Navy a great deal of cordage, rope, &c., has it not ?—A. Not a great deal.

Q. You have supplied some ?—A. We have supplied some little, but not much.

Q. Has your attention been called to the quantity furnished to the Navy by any other parties and the prices thereof ?—A. No, sir.

Q. State if, at any time, any person who bought rope of any description from you for the Navy indicated or suggested a change in the bill when it was made?—A. No, sir; all the goods we ever supplied to the navy-yard came through direct requisition from the commandant of the navy-yard, through the Navy pay-agent.

Q. After the bill was made was there any suggestion to alter the price or the amount?—A. No, sir; we would not listen to anything of that kind.

Q. My information was to the point that probably at one time it had been done, and that you had resisted it—that you informed the party that you were not that kind of men.—A. No, sir; not to my knowledge. No intimation of that kind was ever made to us, to my knowledge. We never sought the navy-yard trade in the first place; we had enough legitimate trade of our own without stooping to anything of that kind.

Q. Have you furnished or supplied parties who themselves supplied the Navy?—A. Not that I know of. All the goods that we ever supplied the navy-yard went from us direct.

Q. You supplied no contractor with any?—A. No, sir. I have brought up here a statement of all that we have supplied to the navy-yard in the last five years. For 1870, \$259.69; 1871, \$376.08; 1872, \$541.31; 1873, \$1,905.14; 1874, \$656.53; 1875, \$2,109.72. We have furnished none this year. The sum total is \$5,848.47, all furnished from the 1st of January, 1870, up to this time.

By Mr. BURLEIGH:

Q. Previous to that time had it been your custom to supply stores to the Navy?—A. Not a great deal.

Q. You never have been large contractors, then?—No, sir; our trade is generally with merchants. They are furnished on requisitions made through the Navy pay-agents, and a great deal of it has gone down to the navy-yard at League Island for fitting.

By the CHAIRMAN:

Q. You paid no commissions or fees to any person in order to secure it?—A. No, sir; that is not the style of our house. We have enough legitimate trade without stooping to anything of that kind. We allow one-half per cent. if they pay within thirty days.

Q. Did you ever allow that one-half per cent. to the navy-yard?—A. No, sir; they owe us a bill now since last October. I think they only pay when they have an appropriation.

PHILADELPHIA, April 11, 1876.

SAMUEL C. COOK affirmed and examined.

By Mr. HARRIS:

Question. What is your profession?—Answer. Auctioneer and commission merchant.

Q. Have you been in the habit for some years past of selling goods for the Government at the navy-yard?—A. Yes, sir; I have done so for twenty-five years.

Q. Is that a catalogue of yours? [Handing catalogue to the witness advertising goods to be sold at the Philadelphia navy-yard on the 19th of November, 1875, at 10 o'clock.]—A. Yes, sir,

Q. Do you remember making that sale?—A. I was present when it was made; I did not make it myself.

Q. Who acted as the auctioneer?—A. Mr. John Powell, who was in my employ.

Q. It was made under your direction, you being present?—A. Yes, sir.

Q. Have you any memoranda of that sale here?—A. I have a catalogue, but it is at the store. We always keep them with our private memoranda.

Q. Do you remember the circumstances and particulars of that sale?—A. No, sir; I do not; but I can remember from the catalogue.

Q. Do you remember at that time selling a lot of knecs?—A. I remember they were sold.

Q. Were they on the catalogue?—A. They were not on the printed catalogue. The catalogue was handed to me to be sold. I received my instructions always from the yard on the morning of the sale. It is frequently the custom to place articles on the catalogue between the time that it is made out and the time of the sale. We sometimes get the catalogue ten days before the sale, and these articles are sometimes placed on it after that.

Q. Were they placed on the catalogue which was distributed among the men present at the sale?—A. No, sir; they were not.

Q. Then, at some period of the sale, you announced from your catalogue that the things would be sold?—A. Yes, sir.

Q. Do you remember whether these things were sold before or after the articles named in the printed catalogue?—A. I think afterward. I think they were put in at the end of the sale, as they usually are. Anything not in the catalogue is usually put in at the end of the sale.

Q. Do you know by whose direction they were put in?—A. I do not.

Q. You caused them to be sold?—A. Yes, sir.

Q. Do you know how many there were in number?—A. No, sir.

Q. Do you remember going to the pile and selling them?—A. Mr. Powell remembers about it. I was not there when they were sold.

Q. Do you remember any sales being made to Nathaniel McKay?—A. Yes, sir; well.

Q. Can you take the catalogue and tell us what he bought?—A. I could not. My book will show all that, if you desire it. I can give you the original entry that was taken down at the time of the sale, and also can give you, as a witness, the auctioneer, Mr. Powell, who made the sale. Those knees were added. We always lumped in advertising all auction-sales and never enumerated every article that is mentioned in the catalogue. It would make the expense so fearful. We have advertised for three or four weeks. About three weeks is our usual time. Two insertions a week for three weeks is the usual time. The departments send on word to include certain articles in the sale, and that may reach us after the catalogue has been issued. It was not at all unusual to add articles after the advertisements were made.

By the CHAIRMAN:

Q. Was that generally for any large amount?—A. No, sir; they were nearly all articles of small amount. The commodore of the yard perhaps would say that such a department had got through their survey, and these things had been surveyed after our catalogue was out.

By Mr. HARRIS:

Q. I observe here that you advertised 20,000 pounds of old composition. Do you know who bought it?—A. My books will tell you that. Every item is down in the book of original entry.

Q. Do you know the extent to which Mr. McKay has been a bidder in this yard, at Philadelphia?—A. He has been buying at all of our sales for some time past.

Q. For how long?—A. I remember his buying there for several years in sales that I have conducted myself.

Q. What other prominent heavy buyers have there been?—A. Alexander Purvis & Son are very much larger buyers than McKay.

Q. Has John Roach ever been a purchaser?—A. No, sir; I don't remember ever selling a dollar's worth to him. Purvis & Son buy very largely and others also do the same. Purvis has bought largely for years.

Q. Were not the sales at the navy-yard during 1875, say in the fall of 1875, much larger than usual?—A. We made two sales in that year with a view of getting the yard clear. After the war I sold a very large number of vessels.

Q. I mean whether or not the sales of material during the fall of 1875 were not much larger than before?—A. No, sir; I think not.

Q. Was the material mostly old?—A. As far as I could judge. I am not an examiner of these goods. They give me my cues and I act on them as I do with any cargoes of goods in any other branch of the trade.

Q. Do you know whether sales made in the fall of 1875 were at ordinary prices?—A. I think all the sales that were made were well sold, but still I could not see everything. We always felt that we were making very satisfactory sales during the fall of 1875.

Q. Do you know of any combination at those sales?—A. I do not. I know that at many of our sales, with this same class of men, outside of the yard, there are combinations which I have had to fight ever since I have been in the trade.

Q. Do you know of any last year?—A. I do not.

Q. You would be likely to know it?—A. Sometimes and sometimes not. They are not likely to let me know those things, because I break them whenever I can.

Q. You have had a large experience, and are able to offer an opinion on that subject.—A. O, yes; whenever I know it I act on it immediately. I have been in the auction business since 1836, so that I have had a pretty large experience in that business, and in this line of it.

By Mr. BURLEIGH:

Q. You have no means of knowing, but suspicion?—A. That is about all, sir. I could sometimes tell by the bids.

By Mr. HARRIS:

Q. You would know if a certain bidder who generally bids on such articles, was standing back and not bidding at all?—A. Yes, sir; that is the way we do tell; in such cases we imagine something wrong, of course.

Q. Have you come into personal contact with Mr. McKay?—A. Very frequently, sir.

Q. Do you know of his making any effort to control the sales, or manage the buyers or the auctioneers?—A. I was always glad to see him at a sale, because I thought he did break up the rings; that was exactly the opinion I formed of him. I thought he was the best man I could have at a sale, because he was against the rings.

Q. He was a little reckless in his bidding?—A. Yes, sir; when he made up his mind to have a thing he would have it.

By Mr. BURLEIGH :

Q. Did you or not suspect a ring in this matter?—A. Not at all ; I had not the slightest suspicion of a ring. I thought McKay was the best man I could have at the sale, because he was against our usual combination of rings that we had outside, and I was glad to get a man like him to break them up. I felt, when he was there, that I would have a man to fight these men who were fighting me outside.

By the CHAIRMAN :

Q. You know Seyfert, McManus & Co. ?—A. Yes, sir ; I have sold them large quantities of goods.

Q. They were bidders at your sales ?—A. Yes ; oftentimes.

Q. Were they bidders on the occasion of this sale ?—A. I could not answer that question. Mr. Powell attended more particularly than I did.

Q. If they were not bidders on that day of sale would you regard that as suspicious or proof of the formation of a ring ?—A. No, sir ; because there were many sales at which they did not buy at all.

Q. This sale included articles in which they were dealers ?—A. Yes, sir ; and I mean in articles in which they were dealers. There were sales which I have known them not to be at at all. They may have been present through their agents, but that I could not tell, of course. I have known many sales where I did not recognize their presence.

Q. Do you remember whether on the day of this sale or any of the sales made at the navy-yard during the removal of property from it, any bar-iron was sold ?—A. No, sir ; I could not tell you that. My books will show that. We might have had a pile of iron ; and a lot of bar-iron might be included in a pile of scrap ; that I could not tell. We never see the goods ; they are all lotted and put into shape by the officers of the yard. These goods are always arranged by the officers in the yard, and the list is furnished to us from which I make the catalogue. I never see the goods until I get on to a pile to sell them. I have no more knowledge of what is in that pile, except from the description which I have on the catalogue, than if I was not in the yard. I never look and never judge of the quality ; that is not my business ; I am merely there selling the goods.

Q. During the progress of these sales and the removal of the property there, so far as you had any knowledge of business being done at the navy-yard, do you know of any impropriety or irregularity of any kind ?—A. Not at all. After we make our sale we make out the bills from the quantities that they gave us there. We leave the yard with the bills. The money is paid into the yard and not to us ; and we know nothing further until they make the return and say that there has been that much more or that much less.

By Mr. BURLEIGH :

Q. You say that you were very glad to see McKay at sales ?—A. Yes, sir.

Q. You have knocked down certain goods to McKay that Seyfert & McManus deal in, and these goods having been taken from the place where they were sold, to Seyfert & McManus's store-house and put into their possession, would you mistrust that they had something to do with the purchase ?—A. I certainly should.

Q. Do you not know that that was the case in this very matter ?—A. I do not. I have no knowledge at all of anything of that kind.

Q. Do not you know that the scrap-iron and iron of this kind that McKay bid off was taken charge of by Seyfert & McManus ?—A. No, sir ; I have not the slightest idea of what became of these goods after I sold them. We do not deliver at all ; we have no knowledge of that. They deliver from the yard themselves. Therefore I never can follow and see where goods go to. I never had any suspicion about McKay having a ring. It would not be likely that I should have suspicion, because I always felt that he was a good man for me.

Q. If you had learned that fact that the goods had gone to Seyfert & McManus, you would have had suspicion, would you not ?—A. Yes, sir ; of course I should.

By the CHAIRMAN :

Q. Do you know a man named Reynolds ?—A. No, sir.

PHILADELPHIA, April 12, 1876.

JOHN W. POWELL sworn and examined.

By Mr. HARRIS :

Question. What is your business ?—Answer. I am an auctioneer.

Q. Are you connected in business with Mr. Cooke ?—A. Yes, sir ; I am not a full partner. I have an interest in the business.

Q. Both in the commission and in the auction business ?—A. Yes, sir.

Q. Have you acted as auctioneer at any sales at the Government navy-yard in Philadelphia ?—A. Yes, sir.

Q. During the year 1875?—A. Yes, sir.

Q. Can you readily turn to the record of such sales in your books? And if so please state the first auction sale of that year shown by those books.—A. In 1875, February 5 was the first date.

Q. Did you make any sale to Nathaniel McKay at that time?—A. I don't think his name appears on my record.

Q. I find on May 17, 1875, you sold a large amount of ordnance. Mr. McKay was not a buyer there I observe from your book?—A. No, sir; I do not think he was.

Q. I find on the 27th day of October, 1875, in the sale of material of the yards and docks Mr. McKay became a purchaser. Please turn to your account and state what he purchased and the price paid.—A. The first was lot 32, ordnance department, thimbles $\frac{7}{8}$ of a cent a pound, \$2.94; weight 336 pounds; lot 37, haversacks, bags, &c., \$8; lot 52, thimbles 5,255 pounds, at $\frac{7}{8}$ of a cent, \$45.98; lot 47, 6 tons wrought iron, more or less; shot tongs, iron compressors, &c., 20,388 pounds, $1\frac{3}{8}$ cents, \$331.30; lot 49, 1 ton of cast iron more or less, (2,300 pounds;) we charged originally 2,240 pounds, but in delivering them found it was over that, $\frac{7}{8}$ cent a pound, \$20.13; lot 50, 835 grape-stands, cast iron, weight 12,930 pounds, at $\frac{8}{10}$ cent a pound, \$103.44; lot 51, 103,000 pounds cannister balls, more or less; cast iron 164 218 pounds, at $\frac{8}{10}$ cent, \$937.96; lot 24, three old boilers, formerly on sectional dock, \$520 for the lot; lot 28 $\frac{1}{2}$, which will not be found in the catalogue, because it was interlined, was a lot of old tin that they found there, and they told us to make a half lot of it between 28 and 29. It brought \$13. Those are all the sales made to him.

Q. Turn to the sale of November 19, 1875, and state what articles, if any, you sold to Nathaniel McKay.—A. Friday, November 19, 1875, lot 3, under the steam-engineering, 20 tons scrap wrought iron, (it turned out to be 33 tons,) at \$22.50 a ton, \$742.50; lot 8, 3,000 feet of iron boiler-tubes, 39,437 pounds, at $2\frac{3}{4}$ cents a pound, \$1,084.51.

By Mr. BURLEIGH:

Q. Do you know anything about the size of those tubes?—A. I cannot say as to that. I recollect seeing them. They were probably 5 or 6 inches in diameter.

Q. Had they been used?—A. They appeared as if they had been used. The next is lot 14, bearings and other portions of the Nebraska engines, not before enumerated, \$400 for the lot. These were not sold by weight. Lot 15, two marine boilers, iron tubes, estimated weight 25 tons each, \$19 a ton, \$950. Lot 16, two marine boilers, composition tubes, estimated weight 40 tons each, 80 tons for the two, at \$46 a ton, \$3,680. I have here lot 58 $\frac{1}{2}$ in the book, which is not on the catalogue.

Q. I notice upon this catalogue, which you say is the one from which you sold, written in pencil at the bottom of the last or third page, "Lot of knees, construction, \$110."—A. Yes, that is a memorandum that I made.

Q. That lot was not advertised in your printed advertisement?—A. Not that I know of; I cannot recollect.

Q. Do you know by whose authority you put that lot of knees on the catalogue?—A. Yes, sir; by authority of one of the gentlemen from the Bureau of Construction.

Q. What was his name?—A. I cannot recollect now. I knew it at the time, for I went to the office and asked for him.

Q. Do you know the officers of the yard?—A. There are a great many of them. From each one of these departments there is always an officer and a clerk, generally an officer and a clerk, accompanying us around.

Q. Was Mr. Edward Hart the man who ordered it?—A. I cannot recollect whether he was the man. I went to the office and asked for somebody to go down and show me where these knees were, saying that I was ready to sell them then; and one of the gentlemen came down from the office and pointed out the lot. I heard his name at that time, but did not pay any attention to it, because I didn't happen to know him.

Q. State, if you please, what announcement you made when you put the knees up.—A. I told them that that was the lot of knees that was to be sold. Some of the people there knew that they were to be sold, because one or two asked me when they were going to sell them; and I told them when I came to them in the catalogue.

Q. Before reaching them, or early in the sale, did you announce that you were going to sell the knees?—A. I did not announce publicly, but it was understood that they were to be sold; that is, I judged that it was understood from what those two or three said to me.

Q. Do you know whether you sold the knees in the pile or knees in sight?—A. No, sir; it was a pile squared up. They were piled two and two to make a square pile, and that was the pile I sold.

Q. Not only piled inside, but square corners?—A. It was a square hollow.

Q. Was there anything said about any knees lying about the yard being included in that sale?—A. No, sir.

Q. You put them up?—A. I put up merely the pile of knees that was there.

Q. How many bidders had you?—A. I put them up as I put all the other lots up. There was no bid, until somebody started them at \$100. I cried over them as usual, and then I was just about knocking them down for \$100, when McKay bid \$10 more; then there was not another bid afterward, and they were knocked down to him.

Q. Was McKay there when you commenced to sell them?—A. Yes, sir; he was there throughout all the sale.

Q. He was there at the pile of knees when you commenced the sale?—A. We all adjourned over to the pile of knees, because where we had been selling before was in a different part of the yard.

Q. You announced before going over there that you were going over to sell a pile of knees?—A. Yes, sir; and he followed me over.

By Mr. HARRIS:

Q. Do you know whether McKay was at that moment with the crowd, or whether he came afterward?—A. He was with the crowd, to the best of my recollection. He was all through the sale, and I think he was in the crowd when we went over.

Q. You did not go over to the office of anybody before you sold the knees?—A. Yes, sir; because I went to get somebody to show me the pile; we are very careful, for fear that we may sell something without authority.

Q. Did you, after you had sold the other material, go back for instructions as to the knees?—A. Yes, sir.

Q. Whom did you see at the office?—A. When I started and found that there was nobody there to give me authority about selling the knees, I asked who represented the Department or Bureau of Construction. I received no answer, but I asked the gentleman who was accompanying me in the other lot that was sold previous to that, which was lots 34 and 73. He mentioned this gentleman's name; I asked him where he was. He looked around and did not see him, and said he was up at the office. I ran up to the office and told the gentlemen in the crowd to wait until I went up to the office to get somebody to come down and show them to me.

Q. Did you see McKay at the office?—A. He was at the pile of knees; he was not at the office; I left him at the pile of knees, and returned and found him there still.

Q. Then you put them up and sold them?—A. When I got up to the office they told me that somebody had gone back down to the pile of knees to give me instructions, and then I went down and found this gentlemen. Hoover was the man who was there. I called out distinctly Hoover's name. There was no answer from him. Somebody said he was behind the building. I ran around, as they were waiting for me, and two or three of them said, "This is the pile of knees; go on selling." I said, I would not before I got authority. Then somebody told me Hoover was up at the office. I went as fast as I could up there, and when I arrived I saw an officer, as I judged him to be, sitting at the desk, and another gentleman going out of the door. I asked, "Is Mr. Hoover here?" He said, "I am the person." I asked him to go down and show me the knees that were to be sold. The gentleman said, "Show them to him;" and he came down the yard with me and came to the pile of knees, and stood there while I sold them, telling me I was to sell them. Before we began the sale at all in the yard, when Mr. Cooke and I were both down together, one of the officers of the Bureau of Construction handed the catalogue to Mr. Cooke, and told him that there was a lot of knees that he wanted to have sold. Cooke handed that to me, saying when I came to the knees to sell them.

Q. Before the auction commenced one of the officers handed you this catalogue, on the bottom of the last page of which was written in ink, "Lot of knees; construction?"—A. Yes, sir; that is the writing that was on the catalogue when it was handed to Mr. Cooke. He thought Mr. Cooke was going to sell.

Q. Did Cooke hand that to you?—A. Immediately in the presence of the officers.

Q. And from that you transcribed to your own book this entry in pencil?—A. Yes, sir; because that was the catalogue I sold from all through the sale. I retained that always as authority to show that I had the authority to put it on.

Q. So that before you commenced the sale it was understood perfectly well that you were to sell them when the time came?—A. Yes, sir.

Q. Now, as to the next item sold to Mr. McKay?—A. That was the last item sold at the sale.

Q. You have given all the bids struck off by you to Mr. McKay on that day?—A. Yes, as far as I can show them.

Q. State whether or not there was at that sale any apparent combination among the bidders.—A. No, sir.

Q. Taking all the material except the knees, can you form an opinion as to whether it brought a fair price?—A. I judge only from my own judgment and from what I heard at the sale. Several said to me, passing from one place to the other, "You are getting big prices for things down here; they ought to pay you double commission." We bear that so often we don't pay much attention to it.

Q. But independent of that statement of the crowd, state whether or not, in your judgment, you got fair prices.—A. I think we did.

Q. What was your opinion as to the sale of the knees?—A. That I don't know. I thought it was cheap for them, because it appeared to be a big pile of knees; but I thought as long as they were condemned I could not form any opinion of the value of them.

Q. Did you have any knowledge that they had been condemned?—A. Nothing, except that we generally sell condemned knees.

Q. You had no distinct statement from anybody that they were condemned knees?—A. No, sir.

Q. Is the paper now shown you an exhibit of all the sales made by Mr. Cooke for the Government at the Philadelphia navy-yard, from the year 1871 down to the 1st of January, 1876?—A. It is. The statement is as follows:

January 27, 1872.

Construction and repair.....	\$45, 700
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United States steamer Chattanooga, to Purves & Son.

April 17, 1872.—Stock No. 2.

Construction.....	\$309 51
Ordnance.....	274 00
Equipment.....	3, 570 80
Provisions.....	1, 578 16
Steam-engineering.....	80 80
Yards and docks.....	141 45
	<hr/> 5, 954 72

Cunliffe, McClure, McHugh, Brown, B. S., Harsh Bros.

February 26, 1873.—No. 2.

Construction.....	\$702 40
Equipment.....	1, 663 84
Navigation.....	1, 327 50
Ordnance.....	227 84
Provisions, &c.....	17 50
Steam-engineering.....	1, 922 63
Yards and docks.....	1, 025 17
	<hr/> 6, 886 88

McClure, Watson, McCusker, McCluskey, Dodgson, Dawson.

August 20, 1873.—No. 2.

Construction.....	\$273 75
Equipment.....	1, 856 18
Yards and docks.....	515 69
Ordnance.....	144 75
Provisions, &c.....	987 91
	<hr/> 3, 778 28

Pitkin, Newell, Davis, Burk, Hobbs, Sleight, Shroder, Purves, McCall, McClosky.

February 5, 1875.

Equipment.....	\$2, 504 40
Ordnance.....	90 95
Yards and docks.....	310 39
	<hr/> 2, 806 74

Conner, McClure, Sleight, Strader.

May 17, 1875.

Ordnance.....	\$30, 648 49
Navigation.....	479 25
Construction.....	5, 500 00
	<hr/> 36, 627 74

Purves, Ta'ham, Sleight, Collins, Gledhill, Darrah & Co.

October 27, 1875.

Yards and docks.....	\$1, 317 08
Navigation.....	207 50
Ordnance.....	2, 158 73
Provisions and clothing.....	383 37
	<hr/> 4, 066 68

McKay, Burk, McClure, Sleight.

November 19, 1875.

Equipment	\$462 90
Navigation	33 65
Ordnance.....	119 44
Steam-engineering	21, 635 38
Construction.....	110 00

22, 361 37

Sleigh, Purvis, McClure, McKay, Hobbs, McNulty, Seldon, Clyde & Co.

Q. Did your partner, Mr. Cooke, know the officer who gave him the catalogue with the lot of knees written at the bottom?—A. I don't think I was introduced to him. I took the catalogue from Mr. Cooke.

Q. Who gave it to him?—A. An officer from the construction department. I judged, because he handed it to him, and we generally get them from the different officers.

Q. Does Mr. Cooke know the name of the officer?—A. I do not know.

Q. Do you know his name?—A. I do not.

Q. Is it your impression that it was Mr. Hartt?—A. I do not know Mr. Hartt.

Q. Do you remember what office you went to to find Mr. Hoover?—A. It was in the main building at the gate, where the paymaster and the commodore are. It must have been an officer of construction; as I say, we always go to the office from whence we sell the material.

Q. A gentleman in the construction-office, sitting at the desk, told Mr. Hoover to show you the knees?—A. Yes, sir.

Q. Who was that gentleman sitting at the desk?—A. I do not know. I presume that it was the gentleman who had charge and authority.

Q. The chief constructor?—A. He was a gentleman writing there, and I supposed that it was the officer in charge. Of course, as I have said, I did not know him.

By Mr. JONES:

Q. I understand you that Mr. Cooke handed you this book with the knees written on it?—A. Yes, sir.

Q. Did you announce to the crowd that there were some knees added to the catalogue that would be sold during the sale?—A. Not that I know of.

Q. You did not announce that until you came to it—the last thing?—A. It strikes me I was asked once or twice when I was going to sell the knees.

Q. You do not know by whom?—A. No, sir; by some parties in the crowd. I judged they were buyers. I have no recollection of who they were.

By Mr. HARRIS:

Q. And, in answer to the question put to you, when you were going to sell the knees, you said, when you got to them?—A. Yes, sir. Sometimes, in selling there, we would have to go from one part of the yard to the other.

PHILADELPHIA, April 10, 1876.

NATHANIEL MCKAY sworn and examined.

By Mr. HARRIS:

Question. Are you at present residing in Philadelphia?—Answer. Yes, sir.

Q. What is your business?—A. I am work at League Island finishing the ship-houses.

Q. Have you had any contracts with the Navy Department for anything since 1872?—A. I have.

Q. State them in their order.—A. July 22, 1875, I made an offer to take down and re-erect two ship-houses. That offer was made to Isaiah Hanscom, Chief of the Bureau of Construction and Repair at Washington.

Q. By whose invitation or request did you make that offer?—A. By the invitation of the Navy Department.

Q. In what form was that invitation extended to you?—A. I have forgotten whether it was there in person or by letter. I have my offer of July 22, 1875, and also the acceptance of same, dated August 13, 1875. They are as follows:

"WASHINGTON, D. C., July 22, 1875.

"DEAR SIR: I would respectfully offer the following amended proposition to take down the two ship-houses now in the Philadelphia navy-yard, and erect the same at the League Island navy-yard, Pennsylvania, I to do all the wood-work, erect the ship-houses, and furnish all the necessary material to close the buildings in, and complete them at League Island in a

good and substantial manner, to the satisfaction of the superintending naval constructor, the Government to do all the transportation, and to furnish the facilities of the Philadelphia and League Island yards, as may be required for doing the work.

"The entire work as above to be done for the sum of \$30,000.

"I am, very respectfully,

"N. M. McKAY.

"Chief Constructor I. HANSCOM.

"*Chief of Bureau Construction and Repair.*

"MARCH 30, 1876.—Work completed to-day."

"NAVY DEPARTMENT,

"BUREAU OF CONSTRUCTION AND REPAIR,

"*Washington, August 13, 1875.*

"SIR: Your proposal of the 29th ultimo to remove the two ship-houses at the navy-yard at Philadelphia to League Island for the sum of \$30,000 has been received, and by direction of the Department is accepted according to the following specifications and general stipulations, viz: To take down the two houses, put the materials on board of scows, lighters, or other vessels which may be furnished by the Government, and take the same material from the scows, lighters, or other vessels, and erect the houses at League Island on the foundations prepared by the Government to receive them.

"You are to furnish all the necessary material, of good quality, required to replace all broken, split, or rotten timber or boards; to do all the work, such as erecting, bracing, curving, hanging doors, windows and shutters, and complete the two buildings ready for use in a workmanlike manner and satisfactory to the superintendent to be appointed by the Department to superintend the work. You are to commence as soon as officially notified that the work is ready, and complete the same in four months from the time of commencing.

"Such facilities as tools and machinery as can be spared from the navy-yard will be furnished you while prosecuting the work.

"Payment for this work will be made as the work progresses, upon bills certified by the superintendent and approved by the commandant of the yard. Please signify in writing your acquiescence in the terms proposed in this letter and your willingness to proceed with the work.

"Respectfully, your obedient servant,

"I. HANSCOM,

"*Chief of Bureau.*

"NATHANIEL MCKAY,

"*52 Broadway, New York.*"

Q. What was the date of your next contract?—A. My next offer is dated New York, September 22. It was to move all the ordnance-stores in the navy-yard. It was sent on Friday night to Washington, asking Commodore Jeffers to send me a telegram, so that I could commence Monday morning.

Q. What did you offer to do that for?—A. Five thousand dollars. There were about 2,000 tons of stuff to remove to League Island. The offer and acceptance are as follows:

"NEW YORK, September, 22, '75.

"Commodore W. N. JEFFERS,

"*Chief Bureau of Ordnance, Washington, D. C.:*

"DEAR SIR: I have examined all the material belonging to your department in the Philadelphia yard, and made all the calculations upon it that any one could make.

"There are about thirty tons of lignum-vitæ, a large number of howitzers, and some large gun-carriages, I should think twenty in all, a large amount of shot and shell, timber, lumber, tools, lathes, planers, drills, benches, patterns, and all the tools in the gun-shop, together with all the material on the new purchase.

"I will remove the whole lot for \$5,000 to the navy-yard at League Island, furnish the scows and teams, and remove it from the scows to some place or building provided by you for the reception of the same in a satisfactory manner, you to furnish the tug to tow the scows, or I can arrange so as to have them go with the scows now loaded with the building-material, and thereby save an extra expense in towing. I will commence on the 25th instant and put men enough to work to have it all moved in thirty days.

"I saw Captain Cromwell to-day and perceived there were several things that he did not include in his report, which I have added. He is of opinion that he cannot remove the material nearly as cheap as I can, and he wished me to say to you that he desired that I should get the contract, as it is impossible for him to do it, there being so much to be done.

"I am confident that it would cost you a larger amount than I have asked, for the teams and scows will cost me a considerable sum, as I could not bother with the yard-teams.

"Captain Cromwell has gone over the whole matter with as much care as the time would permit, counting in some cases ten or twenty loads per day with a given number of men.

If they do the amount of work he calculates, it's more than I can get out of mine in ten hours. I am more than confident that Captain Cromwell has not made a liberal estimate: and if any other officer were to make it, I am sure he would make it one-third more than he has.

"If you conclude to award me the contract, please send me a telegram to-morrow, for I want to send to Philadelphia Friday and get some more smart riggers to go to work on Monday.

"I am,

"NATHL. MCKAY.

[Telegram.]

"WASHINGTON, D. C., September 23, '75.

"N. MCKAY,

"52 Broadway, N. Y.:

"Your offer of yesterday for removal of ordnance, &c., stores at Philadelphia, is accepted.

"JEFFERS,

"Chief of Bureau."

Q. What was your next proposition?—A. My next proposition to the Navy Department is dated Philadelphia, October 7, 1875, to the Chief of the Bureau of Steam-Engineering, to remove from the Philadelphia navy-yard to League Island and place in a building provided all the steam-machinery in their department and in the Philadelphia navy-yard. October 19 Mr. Wood wrote me a letter which caused me to modify my proposition. The correspondence upon that subject is as follows:

"PHILADELPHIA, October 7, 1875.

"W. W. W. WOOD, Esq.,

"Chief of Bureau Steam-Engineering:

"DEAR SIR: I will remove from the Philadelphia navy-yard to League Island navy-yard, and place in buildings provided by you, all the steam-machinery you have in your department in the Philadelphia navy-yard, consisting of lathes, planers, shaftings, drills, steam-boilers and engines that run shops, engineers' stores, &c., for the sum of \$14,250, the Government to do all the towing and furnish the facilities of the yard.

"I am,

"N. MCKAY."

"WASHINGTON, D. C., October 19, 1875.

"SIR: Your letter of the 14th instant, relative to removing articles coming under the cognizance of your bureau from Philadelphia navy-yard to League Island, is received, and in reply thereto I hereby make the following amended proposition, viz: I will take all the articles belonging to the Bureau of Steam-Engineering which are to be removed from the place or places in the Philadelphia navy-yard where they now lie, transport the same, and deliver them at League Island where designated by the superintending engineer-officers, free of any additional cost to the Government for scows, lighters, teams, &c., for the sum named in my proposition of the 7th instant.

"I am, very respectfully, your obedient servant,

"NATHL. MCKAY.

"Engineer-in-Chief W. W. W. WOOD, U. S. N.,

"Chief of Bureau of Steam-Engineering, Navy Department."

"NAVY DEPARTMENT,

"BUREAU OF STEAM-ENGINEERING,

"Washington, November 2, 1875.

"SIR: By direction of the Hon. Secretary of the Navy, your bid for moving the articles belonging to this bureau from the Philadelphia to the League Island navy-yard, delivering them where directed by the superintending engineer, as amended to \$13,000 for the entire work, to be executed within fifteen days, is hereby accepted, and the commandant of the Philadelphia navy-yard has been notified to afford you a tug when required to assist you in expediting the work, provided said tug be not otherwise engaged, together with such other facilities of the yard as may be needed to enable you to do the work in the shortest possible time. All expenses to be at your cost.

"Respectfully,

"W. W. W. WOOD,

"Chief of Bureau.

"N. MCKAY,

"Philadelphia, Pa."

Q. Did you make a proposition to throw off \$1,450?—A. I went to Washington in person about this contract. I saw Mr. Wood. Mr. Wood told Mr. Smith to award me the contract. Somebody in Philadelphia found it out. I was the lowest bidder by two, or three, or four, or five hundred dollars. They sent word back immediately that they would take it for \$13,500 or \$14,000, but it hung up for a long time. I met the Secretary here. He said, "I will give you \$10,000." I told him I would not take it. I said finally, "I will take it for \$13,000;" and he sat down and wrote a letter to Mr. Wood. A reply came back, and I took it for \$13,000. It was unfair and unjust for me. I beat five or six others, John Linn, Neafie, and others, whom I do not know. I wrote that proposition on the telegraph-table at the Continental Hotel. I did not have a copy of it, and had to send to Mr. Wood to get the official copy.

Q. You entered upon and discharged that contract?—A. Yes, I did, in the best possible way. The next contract is dated Washington, November 24, 1876, and the papers relating thereto are as follows:

"WASHINGTON, D. C., November 24, 1876.

"SIR: I have the honor to respectfully submit the following proposition, viz: I will remove from the Philadelphia navy-yard to League Island the stores in the store-houses for \$2,500; all tools, &c., in blacksmith-shop for the sum of \$3,500; all tools in the iron-plating shop for \$2,500; in the joiners' shop for \$1,500; all iron in the store-house for \$7,000; and machinery, engine, and boilers in saw-mill for the sum of \$7,500; also all the coal now in the yard belonging to Bureau of Construction and Repair for the sum of \$1,000; and engine and boiler in joiner-shop and plating-shop for the sum of \$1,000, including, without extra charge, the galvanizing-furnace and shears and punches belonging to the construction department in the Philadelphia navy-yard.

"All of the above material and tools to be placed by me in the places provided for them at League Island, the Government to furnish the towing only. I will agree to deliver all the material and tools above mentioned or referred to at the League Island yard within ten days from the date of acceptance of this proposition.

"I am, respectfully,

"NATHL. MCKAY.

"Chief Constructor I. HANSCOM, U. S. N.,

"Chief of Bureau Construction and Repair, Navy Department."

"NAVY DEPARTMENT,

"BUREAU OF CONSTRUCTION AND REPAIR,

"November 24, 1875.

"SIR: Inclosed please find copy of an offer from Mr. Nathl. McKay for the removal of construction stores, &c., from the yard under your command to League Island. You will be good enough to consult with the naval constructor, and make the best terms practicable for the removal of these stores.

"Very respectfully, your obedient servant,

"I. HANSCOM,

"Chief of Bureau.

"Commodore G. H. PREBLE, U. S. N.,

"Commanding Navy-Yard, Philadelphia, Pa."

RECAPITULATION.

Stores in store-houses	\$2, 500 00
Blacksmith-shop	3, 500 00
Iron-plating shop	2, 500 00
Joiners' shop	1, 500 00
Iron in store-houses	7, 000 00
Saw-mill and engine	7, 500 00
Engine in joiner-shop	1, 000 00
Coal, 300 tons	1, 000 00
	26,500 00

"NAVAL CONSTRUCTOR'S OFFICE,

"UNITED STATES NAVY-YARD,

"Philadelphia, November 25, 1875.

"SIR: Referring to copy of offer from Mr. McKay inclosed with bureau letter of 24th instant, relative to removal of stores, &c., to League Island, I have to say that the proposition seems to be fair, with the exception of the removal of the stores in the store-houses, which, from the fact that a great portion of them have been moved since the estimate was made, is too high.

"Upon consulting with Mr. McKay, he consents to remove the reverberatory furnace, steam-hammer, pump, and also boring-machine under the sail-loft, and all other tools belonging to construction and repairs, and not enumerated, in consideration of the above fact.

In that case the total cost of the removal of stores, including the above, will be \$2,500, the other items remaining the same, making an aggregate of \$26,500. As the order is imperative to remove the stores at once, the offer of Mr. McKay is considered reasonable.

"I am, sir, very respectfully, your obedient servant,

"EDWARD HARTT,

"*Naval Constructor, United States Navy.*

"Commodore GEO. H. PREBLE, U. S. N.,

"*Commandant Navy-Yard, Philadelphia.*"

"I hereby fully agree to all the provisions of this letter.

"NATHL. MCKAY."

Q. What was your next contract?—A. My next contract and the correspondence relating thereto, are :

"PHILADELPHIA, PA., December 9, 1875.

"DEAR SIR: I would most respectfully submit the following proposition to remove from the Philadelphia navy-yard to the naval station at League Island the following material belonging to your bureau, and put them in such a place or places as provided for them at League Island, viz :

"All the live-oak remaining in the yard, \$2,250 ; white-pine deck-plank, \$1,500 ; white-oak plank, \$2,650 ; yellow-pine timber on 'new purchase,' \$3,200 ; all the knees, \$550 ; white-oak timber on 'new purchase,' \$1,750 ; treenails, \$650 ; shores, \$1,500 ; timber in yard, yellow pine of various kinds, \$2,000 ; blocking in yard, and used on the Constitution, and launching-ways after the ship is launched, \$3,200 ; all the launching-ways in the yard, \$550 ; to remove all launching-ways and blocking after the Constitution is launched, and transporting the same to League Island, and that on the sectional dry-dock used for launching the Constitution, \$1,500.

"NATHL. MCKAY.

"Chief Constructor I. HANSCOM, Esq.,

"*Chief of Bureau, Washington, D. C.*"

RECAPITULATION.

Live-oak	\$2, 250 00
White-pine deck-plank	1, 500 00
White-oak plank	2, 650 00
Yellow-pine timber on new purchase	3, 200 00
All the knees	550 00
White-oak timber on new purchase	1, 750 00
Treenails	650 00
Shores	1, 500 00
Timber, yellow pine of various kinds	2, 000 00
Blocking in yard, used on the Constitution, and launch-ways after the ship is launched	3, 200 00
All the launching-ways in yard	550 00
To remove all the blocking and ways after the Constitution is launched, transporting the same to League Island, and that on sectional dry-dock	1, 500 00
	<hr/>
	21, 300 00

"PHILADELPHIA, PA., December 14, 1875.

"DEAR SIR: I would most respectfully submit the following proposition, to remove from the Philadelphia navy-yard to the naval station at League Island the following materials belonging to construction and repair, and put them in such a place or places as may be designated or provided for them at League Island, viz :

"All the live-oak remaining in the yard, \$2,250.

"All the white-pine deck-plank, \$1,500.

"All the white-oak plank, \$2,650.

"All the yellow-pine timber on 'new purchase,' \$3,200.

"All the knees, \$550.

"All the white-oak timber on 'new purchase,' \$1,750.

"All the treenails, \$650.

"All the shores, \$1,500.

"All the timber in the yard, yellow pine and various kinds, \$2,000.

"Block in the yard and used on the Constitution, and launching-ways after the ship is launched, \$3,200.

"All the launching-ways in the yard, \$550.

"To remove all launching-ways and blocking after the Constitution is launched, and

transporting the same to League Island, and that on sectional dry-dock, used for launching the Constitution, \$1,500.

"The Government to furnish the towing only.

"And I further agree to remove all material belonging to construction department, of whatever nature or description, whether it is named in this proposition or not: also to put on board the Constitution, or wherever else required, the tanks and ballast belonging to that vessel, without further or extra charge.

"Very respectfully,

"N. MCKAY.

"Commodore GEO. H. PREBLE, U. S. N.,

"*Commandant Navy-Yard, League Island, Pa.*"

"COMMANDANT'S OFFICE, LEAGUE ISLAND,

"*December 14, 1875.*

"SIR: You are informed that your offer of this date relative to the removal of construction material to League Island is accepted, and you will commence work at once, subject, however, to the approval of the Bureau of Construction and Repair.

"In reply to your note, I have instructed Captain De Krafft and Civil Engineer Stratton to give you all the facilities in their power, not interfering with the landing and placing of the bricks and material under the contract of Mr. Rice.

"Respectfully, &c.,

"GEO. HENRY PREBLE,

"*Commodore, Commanding.*

"Mr. N. MCKAY,

"*Philadelphia, Pa.*"

Q. Were there any competitors for this last job?—A. That I do not know.

Q. Were there any for the previous ones?—A. That I do not know.

Q. Did not Mr. Rice compete with you?—A. Mr. Rice, after I had got this contract half done, came in and made a bid that he would do the balance of the work for \$10,000. That is the contract for \$21,300. The commodore accepted my proposition.

By Mr. BURLEIGH:

Q. That was for lumber?—A. Yes; for all material in the yard remaining there. When Mr. Rice sent on the offer, and Hanscom sent back word to Commodore Preble that he was at liberty to accept or reject my proposition for \$21,300, the result was that Commodore Preble sent down the order to me to stop immediately, after accepting my proposition once in writing, when I had it half done. The marines were brought out for that purpose.

Q. Why did he do that?—A. I cannot tell you, except because Rice had offered to do it for a less price. I said that he could not break a contract once entered into. Then I took a contract from the Navy Department for \$10,000 to remove the balance of the stuff. Then Commodore Preble had put a board on to know what I had moved on the first contract, and it came to very nearly as much as one-half of the contract and a little more, allowing me for my damages for one day's delay. I had to pour the men in the gate as fast as they came on this work. It was done like lightning.

By Mr. HARRIS:

Q. This last contract is one for removing lumber?—A. Everything in the yard. It included everything. It was for \$21,300.

Q. Have you executed that contract?—A. I have.

Q. Have you received your pay?—A. I have not. I have no more contracts, except a small matter of tinning a roof; that was about \$1,200.

Q. It was not a written contract, was it?—A. No, sir. I also got \$2,500 for tinning and putting a floor and partition in a ship-house.

Q. Did you make any purchase of any goods from the navy-yard?—A. I did. About the 15th day of September, 1875, I was in Washington. I had made an offer to Commodore Jeffers for some bronze-metal that they had in the yard, taken off of gun-carriages, &c. I think it was about 14 or 15 cents that I offered for it. When the Antietam was sold, the bronze-metal brought 16½ cents a pound. I think there was about \$30,000 worth of it sold at that time to Charles Purves & Co.

Q. What is the ordinary market-price for it?—A. That is the highest in the world that could be got at auction for it.

Q. The highest that could be got in the navy-yard?—A. Anywhere. You may retail it by the hundred pounds and get a half cent or more, perhaps, a pound.

Q. You think it brought the highest price that could be obtained?—A. Yes. I told him I would like to have the stuff, and looked it over. I went back to Philadelphia, and on the 17th day of September I sent him a telegram offering 16½ cents a pound. He says: "The bureau has received your telegram, and accepts your bid for the bronze at the Philadelphia yard at 16½ cents per pound, and will also deliver to you the magazine-doors at 12 cents per pound, in accordance with your previous offer.—William N. Jeffees, Chief of Bureau."

The magazine-doors were made out of lead and brass mixed together. I sold it in New York for 13 cents a pound. I gave my check before I took it out of the yard for \$2,100. I received in New York a check for it for \$2,069. I did not make a hundred dollars on the whole transaction, because they gave me a little rebate on the lead that was on the doors.

Q. What did you do with the composition—the brass?—A. I turned it over to Seyfert, McManus & Co., and they sold it.

Q. What was your relation with that firm?—A. My relation to that firm is just like this: I did not have the money to put into the brass to buy all the material in the navy-yard, and Mr. Seyfert says, "I will furnish a part of the money if you will;" and we went together and bought the material.

Q. Then, although you bought it, he was interested with you?—A. Yes, in every pound.

Q. And you turned it over to him?—A. Every cent—all but the magazine-doors, which I sent to New York. I have the bill of the bronze, \$26,768.04. That has been paid for.

Q. What else did you buy from the Government?—A. I bought, November 19, 1875, at auction in the navy-yard, scrap-iron, 33 tons, at \$22.50—\$742.50; iron boiler-tubes, 35,105 pounds, at 2½ cents a pound—\$965.40; it was a very large price; there was no money in it; bearings, \$400; marine-boilers, 25 tons each, 50 tons, \$19 a ton—\$950. I had to cut them up. I gave \$6 a ton to cut them up, and had to haul them out of the yard, and sold them for about \$30.

Q. How many of them?—A. Two monitor boilers. Gideon Welles had them made, and they were never good for anything. Two marine boilers, 40 tons each, 80 tons, \$46 a ton, amounting to \$3,680; one had brass tubes, and the other had iron; one is \$46 a ton, and the other \$19 a ton. I bid for the boilers among hundreds of people. All the auctions went that way. I had no combination with anybody whatever. I went there to buy the material, and I bought number 58½ ships' knees, \$110.

Q. How many knees?—A. I think there were 400 or 500 of them. Cylinder and air-pump, \$2,200; ditto, \$2,450; counterbalance, \$380. This matter of the \$2,200 and the \$2,450, and the \$380, making \$5,030, was bought by a man named Hobbs, who was there. Afterward I bought Hobbs off. I think I paid him about \$500 for his bargain. The two lots were put in together and turned over to Seyfert, McManus & Co., and the stuff has been sold all over the country. In all the lots together there may have been 1,000 tons of iron.

Q. Were those goods all bought on one day?—A. Yes, sir.

Q. All delivered from the yard to your partner?—A. Yes; everything was delivered in the yard. We cut it up in the yard, and passed it out of the gate by load. Every load had to be passed out of the gate separately.

Q. Did everything that you bought there that you have now been reading go out of the gate?—A. Most all. Some went by barge. Some went to Trenton and some went to Wilmington.

Q. Now to return to the knees. How many knees were there?—A. I think between five and six hundred knees.

Q. What was the statement of the auctioneer as to knees at the time they were put up?—A. I did not know that there was going to be any knees sold. I supposed that auction was all over. Somebody ran up in the office in the yard and told me there were going to be some knees sold. I ran down into the yard. They could not find what pile of knees was to be sold for a long time. Finally the auctioneer came along and said this was the pile to be sold. An Irishman sat there and bid \$100 on them, and I bid \$110, and they were knocked down to me.

Q. How old were they?—A. Some of them were fifty years old, and some of them were twenty years old. Some may be ten years old; I think none less than ten. I have been offered \$400 for them.

Q. Where are they now?—A. Down at Queen-street wharf. A part of them are at McCahan's stable-yard, stowed away. I had to take them away.

Q. Had they ever been used before?—A. Most of them had not been used. Some of them came out of the Nebraska. I have had two men from Boston to examine the knees—George McQuestion, a timber-dealer, and Charles West, a timber-inspector. I told them I thought I could sell them the knees and make some money, and they both went back disgusted.

Q. Were there any more knees put on to your pile after the auction?—A. No, sir; never, that I know of.

Q. Were they all there on the day of the auction—every knee which you ever took?—A. Yes, sir. I gave a man twenty-five cents apiece to haul them out.

Q. How much did the knees cost where they are now?—A. They cost me, where they are, perhaps three hundred dollars, and probably more with the storage.

Q. Did you not transport knees to the new navy-yard?—A. I never in my life sold or transported or delivered one.

Q. Did you not under your contract?—A. No, sir. I never had any contract for knees.

Q. Were there not some knees removed with the timber?—A. Yes; there were knees removed down there. I did that. I transported knees under my contract. I transported all that there were in the yard.

Q. Where were these knees?—A. They were in the yard on the new purchase, so called.

Q. Did you pay cash for all those goods?—A. I did. If I did not Mr. Seyfert did. I almost always gave my check for it.

Q. Did you weigh it before you took the material?—A. The principal articles.

Q. How was that iron weighed?—A. It was sold by lots. The boilers were estimated to weigh so much by Mr. Newell, the engineer. The boilers were estimated to weigh twenty-five and forty tons each.

Q. There was some iron there which you bought which had to be weighed?—A. Yes.

Q. Where was it weighed?—A. The thirty-three tons of iron was weighed in a scow by Mr. Grice.

By Mr. BURLEIGH:

Q. Does that thirty-three tons cover all the loose iron you had?—A. Yes.

Q. That was all scrap?—A. Yes. There was some other stuff that I bought at the October auction from the ordnance department. It was about \$1,800 worth: thimbles and haversack bags, \$8; thimbles, \$2.94; cast-iron grape-stands, 18,000 pounds; canister-balls, 103,000 pounds; 3 old boilers, \$520. I think they belonged to yards and docks. I bid the highest price for them and for everything. I want to say here that there was no combination in the yard of any name or nature. I have been charged with combination in the navy-yard. There is no such thing. Mr. Hobbs came to me the day the auction was over. He said, if I had seen you before we could have made a lot of money. I told him I had gone there to buy the materials and not him. Mr. Cook will state that my bids and actions were honorable and upright at every auction. Then I bought a gun in the ground, and a lot of old shell, and dug them up when the yard was sold, and took them out, and they sent here and got the weight where they were sold. That amounted to \$377.77. Thirty-three tons were weighed in the purchase. In the first place, the scow was measured when she arrived at the dock. The iron was put on board of her, and then she was measured afterward. The thirty-three tons were charged to me, and there was a balance of \$40 due, and Mr. Newell would not let the scow go until I gave him a check for that sum.

Q. Did you have more than one scow-load of scrap-iron?—A. Not that I remember; I had only one scow-load of that; I offered to pay Mr. Newell to go himself or send a man where the scow was going, to weigh the iron and take the weight after it got out of the scow. It could not be weighed in the yard, because the scale was taken down; he would not do that, but went to work and weighed it in the scow. He beat himself out of about \$40. The Government lost about \$40 in that transaction.

Q. That is to say, it did not weigh as much at the other end?—A. It did not weigh as much as I got for it by two tons, or \$40. Now, the tubes were \$900, and something over. I told Newell I put the money up for the tubes, and as they went to the warehouse he could send his man up and weigh them, and he said they should not go out of the yard until the money was paid, and I received a bill and gave him a check for \$974, his weight. Then when they went up and were weighed, I had the bill receipted, and Mr. Newell beat himself out of \$119 for his meanness.

Q. Do you mean that he had to pay you back that amount?—A. No; I got more out of him, because he would not allow me to deposit the money and take the tubes out.

Q. In that scrap-iron, was there any whole bar-iron?—A. No, sir; I never received a pound of bar-iron in my life; the bar-iron went out of the yard to Seyfert, McManus & Co.

Q. Did you purchase any scrap-iron, bar-iron, that went to Seyfert, McManus & Co.?—A. No, sir; not a pound.

Q. Who did?—A. I do not know.

Q. Did bar-iron go to Seyfert, McManus & Co.?—A. Yes.

Q. By whose orders?—A. I do not know that, I am sure.

Q. Did you carry it?—A. I never did.

Q. Did it go in your scows?—A. No, sir; not a pound.

Q. Did not it go on to your contract with them?—A. No, sir; never. I never got credit for a pound of it.

Q. Do you know how it went there?—A. It went in the scows.

Q. Whose scows were they?—A. Their own.

Q. Have they any contract with the Department?—A. They have a contract with the Department to furnish new iron for old; they take old iron and replace it with new; they took anything that was not fit for use, unserviceable iron.

Q. Among it there was bar-iron?—A. Yes; it probably had laid there forty years.

Q. Do you know how much there was of that?—A. No, sir. I also submit the following paper.

“BUREAU OF ORDNANCE, NAVY DEPARTMENT,

“*Washington City, September 17, 1875.*

“SIR: The bureau has received your telegram and accepts your bid for the bronze at the Philadelphia navy-yard, at 16½ cents per pound, and will also deliver to you the magazine-doors at 12 cents per pound, in accordance with your previous bid.

“I am, sir, your obedient servant,

“WILLIAM N. JEFFERS,

“*Chief of Bureau.*

“Mr. N. MCKAY,

“*Navy-Yard, Philadelphia.*”

BUREAU OF ORDNANCE.

United States Navy-Yard, Philadelphia, November 23, 1875.

Nathaniel McKay to Bureau of Ordnance, DR.

1875.

Sept. 29. To 20,000 pounds bronze.
Oct. 4, 5. To 15,000 pounds bronze.
Nov. 10. To 9,810 pounds bronze.
Nov. 19, 20, 22. To 118,869 pounds bronze.

Total, 163,679 @ 16 $\frac{3}{4}$ cents.....	\$26,802 43
To 312 pounds lead, excess attached to magazine-doors, sold October 29, 1875, @ 6 $\frac{1}{4}$ cents.....	19 50
	<hr/> 26,821 93

CR.

By 312 pounds magazine-doors sold October 29, @ 12 cents,	\$37.44
By labor in removing lead attached to magazine-doors..	16.45
	<hr/> 53 89

Amount due.....	26,768 04
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B. J. CROMWELL,

Commander and Inspector of Ordnance.

Approved.

GEO. HENRY PREBLE,

Commodore, Commanding.

Received the above.

W. W. HILL.

PHILADELPHIA, November 19, 1875.

McKay bought of Samuel Cook, auctioneer, 124 South Front street :

3. Scrap wrought-iron, 33 tons, 22.50.....	\$742 50
8. Iron boiler-tubes, 35,105 pounds, 2 $\frac{3}{4}$	965 40
14. Bearings, &.....	400 00
15. 2 marine boilers, (25 y. ea.,) 50 tons, 19.00.....	950 00
16. 2 marine boilers, (40 L.) 80 tons, 46.00.....	3,680 00
58 $\frac{1}{2}$. Knees	110 00
	<hr/> 6,847 90

PHILADELPHIA, October 19, 1875.

McKay, Hobbs, bought of Samuel C. Cook, auctioneer, 124 South Front street :

10. 2 cylinder air-pumps, lot.....	\$2,200
11. Cylinder air-pumps, lot.....	2,450
12. 2 counter-balances	380
	<hr/> 5,030

Received payment in full from N. McKay.
November 24.

W. W. HILL.

PHILADELPHIA, October 27, 1875.

McKay bought of Samuel C. Cook, auctioneer, 124 South Front street :

32. Thimbles, 336, $\frac{7}{8}$	\$2 94
37. Haversacks, bags, &c., lot.....	8 00
52. Thimbles, 4,800, $\frac{7}{8}$	42 00
47. Wrought-iron shot, &c., 13,440, 1 $\frac{3}{8}$	218 40
49. Cast iron, 2,240, $\frac{7}{8}$	19 60
50. Grape-stands, 18,000, $\frac{8}{10}$	144 00
51. Canister-balls, 103,000, $\frac{9}{10}$	927 00
24. Old boilers, lot	520 00
21 $\frac{1}{2}$. Old tin.....	13 00
	<hr/> 1,894 94

UNITED STATES NAVY-YARD,
League Island, December 24, 1875.

Nathaniel McKay to Bureau of Ordnance, DR.

	Pounds.	
22 guns.....	129,930	
1,175 32-pounder shot and shell, ar. 23th	32,900	
76 9-inch shell, 670=.....	5,092	
4 15-inch shell, 330=.....	1,320	
	<hr/>	
	169,342	
75 $\frac{6\frac{2}{3}}{11\frac{1}{2}}$ tons, @ \$5		\$773 77

Q. The question is whether that bar-iron went in the same scows which you used in your own business.—A. Not that I know of.

Q. Did you put any of that iron on board the scows for them?—A. When the iron was going to League Island, Reynolds said they were going to take this bar-iron which was there, and of course I had to remove it out of the building, and put it on board the scows, on their teams. It was delivered on board of the scows, and was in their warehouse, and any further than that I don't know anything about it. I had to get it out of the warehouse.

Q. You gave it to their teams?—A. Yes; because John Rice was pulling the buildings off over my head. That went to Seyfert, McManus & Co. My contract was to remove all the iron. There was not much of it; a few short bars.

Q. You say that no bar-iron came into your custody?—A. Not a pound.

Q. Have you settled with Seyfert & McManus?—A. I have not.

Q. Have you a balance of profits?—A. I doubt whether I shall ever receive a cent of it. I have never received one yet, so far.

Q. Do you say that there is not a profit?—A. I doubt whether there is a cent. I had a pretty good fight on hand to get my own out of it, and I have not yet. I got 30,000 pounds of metal and shipped it to New York, and got about square out of my account; profits I have never received.

Q. What other articles than the ship-knees and magazine-doors which you purchased at auction ever came into your exclusive possession personally? The ship-knees you bought at auction?—A. Yes, sir.

Q. Did you buy the magazine-doors at auction?—A. I bought them, as I have stated in my list, for 12 cents a pound, by an offer to Commodore Jeffers.

Q. Did you have a contract for the purchase of gun-carriages?—A. I bought all those from Commodore Jeffers last April.

Q. How many?—A. Sixteen iron gun-carriages, \$20 a ton.

Q. They were old, were they?—A. Yes; I have them now in store-house at the Queen-street wharf.

Q. What did you pay for them?—A. \$20 a ton—\$1,094.

Q. What property, if any, which you owned, or which you purchased at the Navy Department, have you deposited at the Queen-street wharf?—A. None but what is contained in the schedule, which is as follows:

“STORAGE DEPARTMENT, PA. WAREHOUSING

“AND SAFE DEPOSIT COMPANY,

(“Southwest corner Delaware avenue and Queen streets.)

“Philadelphia, March 9, 1875.

“DEAR SIR: We have now in store for you, 73 cases merchandise, ship-knees, 16 trucks, 1 pinch-bar, 12 wooden rollers, 12 lumber cant-bars, 2 rope-falls, and 4 blocks; and at the other warehouse, the gun-carriages; this is all we have ever received from you.

“Yours, respectfully,

“G. E. ETTING.

“N. MCKAY, Philadelphia.”

Q. What is in the cases referred to there?—A. Wheels, and one thing and another belonging to the gun-carriages. They were brass, &c.

Q. And what was the total amount of your several contracts for moving?—A. \$95,800.

Q. You have now stated all the purchases of articles at the auction or private sale of property belonging to the Philadelphia navy-yard?—A. Yes, sir.

Q. Have you paid for all the goods?—A. Yes, sir.

Q. And you have performed all the contracts?—A. I have; all but five or ten men finishing up the ship-houses at League Island.

Q. Did you at any time make any offer to any gentleman not to bid for the removal of any portion of these goods?—A. I never did.

Q. Did you talk with Mr. Rice?—A. I did.

Q. I mean with reference to moving the building. I do not mean goods, but work done. Did you make any suggestion to any person not to bid against you for the removal of the buildings and the material?—A. I never made any suggestion to anybody not to bid against the removal of the buildings.

Q. What offer did you make to Mr. Rice?—A. There was no offer made to him.

Q. State the conversation you had with him.—A. The conversation I had with him was as to who should have the work in the navy-yard; whether it would be Mr. Rice or myself. Mr. Rice wanted about \$25,000 for his bid; he thought he could make more money than that. I told him that it would not bear it, and that it was no use to talk about it—to drop it.

Q. Did you make any suggestion as to what you would be willing to pay?—A. I do not know that I did.

Q. Did not you make him an offer of \$15,000?—A. I do not think I did. He wanted so much it was not worth talking about.

Q. What was the bid you wanted him to give up?—A. I did not want him to give up any.

Q. You wanted to buy him out, or his bid, if he got it?—A. Yes.

Q. And you not to bid?—A. No; of course we should all bid; but he wanted so much, and thought he had so much more influence than anybody else in Philadelphia that he would procure the contract anyhow.

Q. Did he state any price he was willing to let you have it for?—A. I think it was \$25,000 talked.

Q. Who talked it; you or he?—A. He.

Q. How much did you talk?—A. Not so much as that.

Q. Well, how much?—A. I do not know. We might have talked \$10,000.

Q. Don't you think you talked \$20,000?—A. Well, now, I guess not.

Q. Do you remember about it?—A. I was mad at the time, and told him to go the devil. It was more than he was worth. In the first place he would not stay bought, and in the second place he was not worth buying.

Q. Then you did not make an attempt to arrange it with him?—A. We talked it over a little while. It would have been better for the Government if they had got me to do it. He masbed it all to pieces.

Q. You got only the ship-houses?—A. I took them down and put them up. He got the rest of the contract. He got the contract to remove all the brick buildings, and he took them down with a vengeance. I had six of the best men in New York bid on those buildings. They did not know anything except to tear down old buildings and put them up again, and the lowest bid I had was \$56,000. I offered to do it for \$57,000. Rice offered to do it for \$32,500, and they had better have thrown it in the river.

Q. Did you bid as low as you were willing to take them down at?—A. I was willing to take those buildings down and make \$750.

Q. Were you not invited to make a bid for taking down those buildings, transporting them, and re-erecting them?—A. I was, and I made it.

Q. What was your offer?—A. One hundred and fifty thousand dollars for the whole job.

Q. Mr. Rice bid against you in that, did he?—A. Yes, sir.

Q. What was his bid to take them down, transport them, and put them up?—A. He bid \$32,000 to take them down, and \$116,000 to put them up. I was above him in my bid to take down. My bid to take down was \$57,000, and my bid to put up was \$92,000, so I was ahead of him to re-erect them about \$23,000.

Q. But on the whole bid he was under you about \$2,000?—A. On the whole bid about \$1,200 or \$1,300.

Q. Do you know why the Department changed and called for a bid in specific matters?—A. I do not know any more than you do.

Q. When you put in your bid the first time was there any subdivision of it?—A. No, sir. I put in no bid until that was put in in that way.

Q. You knew that he bid, did you not?—A. I knew, of course. We all had to bid alike.

Q. You do not get at my meaning. Were you not first called upon to give an estimate of what you would take it down, transport it, and re-erect it for in one item?—A. I do not know that we were. I do not think we were.

Q. But at some time you did make that subdivision?—A. I am the first individual who ever made a figure on moving the ship-houses in the navy-yard, and I lost it all because it was done for nothing.

Q. Why did you lose it?—A. Because it was done so cheap.

Q. Do you mean to say that you did not get fair pay for it?—A. I did not get any of it, because it was done cheaper than anybody could do it properly.

Q. You did do it?—A. I did not. I did the ship-houses. I am the first man who ever made a suggestion about moving. I thought I could move these buildings and take them down, and I brought some men here, afraid that the Philadelphians would scalp me, and got some men from New York to give me their figures. Six of them came here and paced the

buildings off, and at noon they measured them and estimated about six millions of bricks in those walls, and on that they made an estimate to me.

Q. You bid for the ship-houses first?—A. I took a contract to take the ship-houses down first.

Q. Was there any competing bid on the ship-houses?—A. I did not know what bids there were until the other day I went to Washington and got at who the competing bidders were.

Q. Were you the lowest bidder?—A. I was.

Q. How many were competing with you?—A. There were three bidders.

Q. Were you ever interested in those parties in any way?—A. I never saw them in my life, and do not know anything about them.

Q. You obtain from the navy-yard any property not named by you here?—A. Not one cent's worth, directly or indirectly.

Q. You are aware that you have been charged in the public prints with having taken large quantities of material from the yard which you did not buy?—A. I am aware of that charge.

Q. What is the fact?—A. The fact is I never received even an atom out of the yard, because what I bought I paid for. Everything that I took away I paid for. Every officer in the yard knows it.

Q. You say that certain iron and material which you bought you shipped away in the barges to different points?—A. Yes, sir.

Q. To what points?—A. Some went to Wilmington.

Q. To whom?—A. I think to the Diamond State Works. Mr. Seyfert can give you the whole of that information. He sold it all. I had nothing to do with it. Every officer in the yard knows there never was a question of doubt about me there. My work went along like clock-work whether I had five hundred or a thousand men. The commodore and nobody else said anything to me but that I did my work promptly. I went down at six o'clock in the morning and staid there as long as I could stand, eating dinner in the yard, or a piece of sandwich.

Q. Did you remove any goods from the yard in night-time?—A. I moved some in the scows, but never took them away from the wharf. I loaded the scows at night.

Q. The property that was going to League Island?—A. Yes, sir; I had to do that to get them out of the way.

Q. Did you load property that was going to Queen street?—A. No, sir.

Q. Do you remember getting on board of your barges any property that they claimed as belonging to some other department?—A. No, sir.

Q. No such information was brought to you?—A. No, sir.

Q. Did you have any trouble with any of the officers of the yard?—A. Not a word, except the time that the commodore knocked me off on the contract.

Q. Do you remember Mr. Rowbotham?—A. I never had any trouble with him except once.

Q. State what it was.—A. I went in the machine-shop. After taking this contract of \$13,000 I went to removing under it. Mr. Rowbotham said part of it was boxed up. I told him I wanted to commence on that Monday morning. He said, "You cannot have it until it is all ready." I said, "Now, you are just putting red tape in my way, and I want that stopped." Well, he said, he did not care a damn for me, anyhow. "Well," said I, "good morning, sir; I will have no conversation with you."

Q. Did you say you would fix him?—A. No, sir; never. I never spoke of him to anybody. I went to work on the stuff and took it away. I made no threat to anybody or any officer.

Mr. Newel said there was some reference to him in the newspapers Saturday. It was false. I had no trouble with anybody. The only trouble I had I knocked Rice down one day and piled him up in the brick for pulling a brick wall down on me. I turned him end over end in front of Captain Welles when he told me "to go to hell." I knocked him over in a minute. That was the young man; the old man never came near the yard.

By the CHAIRMAN:

Q. Mr. Harris asked you at first to mention the contracts which you had had with the Navy Department since the year 1872, and you commenced with your contract in the year 1875.—A. I had none in 1872.

Q. Did you in 1873?—A. No, sir.

Q. Did you in 1874?—A. No, sir.

Q. Had you any contract or did you make any purchase from the Navy Department during the years 1870, 1871, 1872, 1873, and 1874?—A. I bought some stuff at auction; some vessels.

Q. Where?—A. At New Orleans; I bought three monitors there, at auction.

Q. What were their names?—A. I cannot give you their names now; they were light-draught monitors, built in Saint Louis.

Q. Do you remember the price you paid for them?—A. I cannot; it is so long ago; it is about two years ago.

Q. The terms of that sale were cash?—A. Yes, sir.

Q. You had no difficulty with the Department or with the officers making the sale?—A. They were sold at auction, and I bought them there.

Q. You had no difficulty about them at all?—A. No, sir; I never had any. I went to New Orleans, and remained there, I think, not more than two trains.

Q. Are those the only purchases which you have made?—A. I think so.

Q. You have been interested with no other party in making purchases from the Government?—A. No, sir; I might have had some interest in the sale of some ships. I believe I got \$150 the other day out of the sale of two ships at Norfolk. I think they were the Saint Lawrence and the Macedonia. We divided \$150 apiece. They were sold at Norfolk, and I had an interest in them. I did not go to the sale. They sold for more than they were worth. One of the parties bought me out. They were sold at auction.

Q. How did you acquire that interest?—A. Because I was interested in the sale of the vessels.

Q. You owned no part of the vessels?—A. No, sir, I did not. I did own a part of them; but I sold out in a minute.

Q. You were one of the purchasers at the sale?—A. Yes; and then when the sale was confirmed at Washington, I believe I got about \$127 by check.

By Mr. BURLEIGH:

Q. How many were there in the ring at that time?—A. I do not know, I am sure; I was not there.

By the CHAIRMAN:

Q. Who was your agent at Norfolk?—A. Mr. David Beulah.

Q. Was that the sale that was made at the time Lee and somebody else were auctioneers?—A. I do not know who were the auctioneers.

Q. What was the date of that sale?—A. I cannot tell you; some time last winter. It was about the time you were there, or before.

Q. The confirmation of the sale was suspended for some time, was it not?—A. It was a long time before it was confirmed. They had some fighting with the auctioneers down there, I believe. I do not remember what it was.

Q. Do you remember whether the civil engineer in that yard was in the ring or not?—A. I never saw the civil engineer in my life, and do not know him.

Q. Do you know whether any of the officers were there?—A. I never heard of it, and I do not know anything about it.

Q. Are you able to state who else were in the pool or ring?—A. I cannot, to save my life.

Q. You were not present, you say?—A. No, sir; I could not go on account of the sickness of my wife.

Q. Have you been interested in the sale of any iron or chain or scraps at the Norfolk navy-yard?—A. I bought of Commodore Jeffers, at the Norfolk navy-yard, with Mr. Seyfert, I think, about \$7,000 worth of stuff. I was there when it was delivered. We have got it all away from the yard, and paid for it and sold it.

Q. Was that a private sale made by the bureau?—A. Yes. I was down with Commodore Jeffers. I went to Norfolk after you went there. I went down with the commodore myself. I bought some shell that he had over in Saint Helena. He had some brass there. I had bought before that at \$14 a ton from him. When I went down there with him he said there was some brass on them and I broke one off and weighed it on a scale, and made a calculation as to about what they were worth, and he told me that he would let me have them at \$23 a ton, with the brass on. I took them; they have all been taken away from there and brought up to Wilmington and sold, and the brass has been cut off. I think we will get out of the sale about square. There may be a few hundred dollars on it. With the cost of getting the shell aboard of the vessel, with Mr. Reynolds's management, there is no money in anything.

Q. Have you made any purchases from the Bureau of Construction and Repair at that yard?—A. No, sir; not one cent.

Q. Have you made any other purchases from Commodore Jeffers?—A. No, sir; I never have.

Q. Nor at any other yard?—A. Never.

Q. Have you any contract or agreement with the Bureau of Construction and Repair for the destruction of vessels or cutting them up?—A. No, sir; never. I never had a transaction with Mr. Reynolds in my life, except one, in Washington. I told Reynolds I wanted some money to send here. I did not have any, and I could not get any out of the Department. Reynolds said that he had some money, and I knew he had it. It was my own money, and he put his hand in his pocket and gave me ten one-hundred dollar bills. I paid it back to him. It was my own money. I have never seen it since. That is all the transaction I ever had with him in my life.

Q. How do you know it to have been your own money?—A. Because Seyfert had given it to him to go down to Norfolk, to pay for the shell, and he kept the money and never returned it. It was \$2,000. There is no money in anything that Reynolds has anything to do with. He is a clever fellow, but has no sense in money matters. I went through this

thing, and have been blacked all over the country, without profit. If you will bring my clerk in here he will tell you the same thing.

Q. Your first contract made for the removal of any kind of property at this navy-yard, I understand, was made on the 13th day of August, 1875. Turn to that paper and you will see that you made your proposition in July, 1875?—A. On July 22, 1875, I made my proposition, and on August 13 it was accepted.

Q. State to the committee if that proposition made by you was not first made by you to Mr. Hanscom, in the city of New York.—A. No, sir.

Q. Had you no correspondence with him in the city of New York in relation to it?—A. No, sir.

Q. Is your recollection good upon that point?—A. My office was in New York and is now. I wrote him there about the ship-houses, and desired my bid to be accepted or rejected.

Q. Do you remember seeing Mr. Hanscom in the city of New York at or about that time?—A. I do not. I do not know whether he was there or not.

Q. You had no conversation with him in the city of New York about it about that time?—A. If I met him I would ask him why he had not accepted my proposition. That is all I should ever say to him, or all that I ever could in any way.

Q. What time did you commence under your first contract?—A. I think I commenced in September. I commenced on the shot and shell on the 25th day of September, and, I think, about two weeks before that I commenced on the ship-houses. I commenced on the ship-houses on September 13.

Q. Had you commenced removing any property prior to that time?—A. I commenced on the 25th of September to remove the shot and shell, according to my agreement.

Q. Had either one of the bureaus made any advance of money or approved any bills of yours prior to that time?—A. No, sir: not that I know of. I never got any bill until my work was performed.

Q. No bill of yours was approved until the work was performed?—A. No, sir; never.

Q. No orders given?—A. No, sir; never. No orders except what are contained in these papers.

By Mr. HARRIS:

Q. Did you not get your pay as the work progressed?—A. Always. I never asked for my money until I earned it. If I earned \$5,000, I would write a note to the commodore, and make my bill for \$5,000. I never was refused. I never got a bill approved at Washington. They were always approved in the navy-yard.

By the CHAIRMAN:

Q. What was that agreement that you made with him?—A. I believe that is the meanest thing I ever did in my life. He is a miserable cuss around Philadelphia, and he has cheated me ever since I have been here. He came up in my room at the Continental Hotel one night, when I was there, and wanted to get a contract in the Navy Department. I asked him what he wanted. "Well," he said, "I want to remove the stuff in the yard." Said I, "Then what are you going to do?" He said it would cost so much money, \$120,000, or something like that. He did not know that he could move it himself, but wanted me to go with him in partners, and I would not do that, because he had nothing to go with at all. He then said, "I should like to make an agreement with you," and I gave him a pen and ink, and he sat down and wrote the agreement that I was to give him a percentage on what I got on \$116,000, for removing the construction-stores. He wrote the agreement, and I signed it. The contract never was given out; it never cost half the money to do the work. Mr. Linn has sued me in the courts here, and the judge ruled him out without consideration. He had no show. That is the whole story of that Linn matter.

The CHAIRMAN. [Reading what purports to be a copy of the agreement made with him.]

"PHILADELPHIA, November 4, 1875.—By this agreement hereby entered into between Nathaniel McKay, of New York, and John W. Linn, of Philadelphia, it is mutually understood and agreed that in the event of said Nathaniel McKay receiving the contract for the removing of all and everything belonging to the construction department from the Philadelphia navy-yard to League Island, for the sum of \$116,000, the said Nathaniel McKay is to pay to said John W. Linn the sum of \$8,000 in cash. In case said McKay should receive a sum less than \$116,000, then he is to pay said John W. Linn a less amount *pro rata*, cent per cent, payment to be made within sixty days.

"NATHANIEL MCKAY."

The WITNESS. That was the agreement Mr. Linn wrote, and I signed it. That contract never was let out. Mr. Linn made his bid and sent it to Washington, so he told me.

Q. Looking to that agreement and to the date of it, (which is November 4, 1875,) and to the contracts which you had made previous to that date, what was there on hand to remove there?—A. There were no contracts for the construction-stores made up to that time. All the contracts for removing construction-stores were itemized and made after this.

Q. What do I understand to have been your bids received after that?—A. My bid was

\$26,500 and \$21,300. That took all the stuff. They could not have moved this stuff in the yard for three or four times the money that I got for it, and by the day.

Q. Coming down to the contracts for the removal of the ship-houses, they were not brick, were they?—A. No, sir; wooden. The trusses in the ship-houses weighed about ten tons. We took them down from the top with a derrick 110 feet long, put them in the water, towed them to League Island, hauled them out, and put them up in the same state they were before.

Q. Those were the only buildings that you, under your contract, were to re-erect?—A. Yes, sir.

Q. Were they re-erected according to the terms of your original proposition?—A. They were. One of them was lowered down, or made smaller, and the other was built just as it was before.

Q. How many stories lower was that one made?—A. It was cut off, I think, one or two stories; two stories. They gave me a plan, and I cut them off.

Q. Did the bureau abate your contract or agreement?—A. No, sir; they have not abated my contract or agreement in any way. I shall make them pay for cutting it off, because it cost more to cut it off and make new tenons and new posts, &c.

Q. Then you have a claim for damages?—A. I have no claim for damages at all. I have made no bill. I have not got quite done yet. I have a few men there. The claim will probably be only a few dollars. I hauled the ship-houses six hundred feet from shore, by hand, over the mud, down at League Island, which I think they ought to pay me for.

Q. What contract was it that Rice underbid you on?—A. The removal of the brick buildings in the yard.

Q. No; I mean the proposition which you made for \$21,300. What was that for?—A. That was for removing live-oak, white-oak plank, and all the material of different kinds in the yard—cleaning it out to the ground.

Q. That proposition made by you you claimed to have been accepted by the commodore of the yard?—A. Yes, sir.

Q. Upon the face of that acceptance is not the term used, "subject to the approval of the bureau?"—A. Yes, sir; the bureau telegraphed him that he could confirm or reject. I claimed that he had once confirmed and could not reject.

Q. When did he once confirm?—A. The day after I went to work. He told me verbally to go to work. I brought four hundred men, twenty scows, and forty or fifty teams on the work.

Q. Had he told you verbally to go to work prior to hearing from the bureau?—A. He told me by letter to go to work. I had the work half done. He then put a board on the work.

Q. How long had you been at work before you were notified to cease?—A. I commenced to work Monday afternoon; Tuesday morning I put it in writing; Wednesday afternoon, at 4 o'clock, he sent me word to cease.

Q. Had you commenced to work before your proposition was reduced to writing?—A. O, yes; of course. I had no time to spare. I commenced in a minute. I would have put it in writing that afternoon if I had thought he was going to act in that way. As soon as I sent it down, Tuesday afternoon, he sent up word, "Your proposition is accepted, and you will commence work at once, subject, however, to the approval of the bureau." Then Mr. Rice comes in the next day afterward. Somebody told him what I bid for, and he said that he would move the balance of the material in the yard then for \$10,000. I telegraphed to the Secretary of the Navy that Commodore Preble had stopped me from working after getting my contract half done; and also telegraphed to Mr. Hanscom.

Q. Was not the fact that before Commodore Preble saw you or gave you permission to go to work that he had received, from the head of the Bureau of Construction, orders to invite proposals for that work?—A. No, sir.

Q. Had you not made your proposition in the first place to the head of the bureau at Washington?—A. Yes, sir; then it was referred to Commodore Preble. I came to Commodore Preble's office with Mr. Hartt. The office was in South Broad street. Mr. Hartt went up stairs. Afterward Commodore Preble sent for me to come up. I went up. He told Mr. Hartt to put everything in the yard in this proposal; to have it all cleaned up. Mr. Hartt went home and wrote the proposition to include all the material in the yard that I had not included. It was sent down to the commodore. I had signed it. The commodore sent me word, "Your offer is accepted, and you will commence work at once, and notify Mr. Hartt to take his men off."

Q. Do I understand you correctly that you had actually commenced work before that?—A. Yes, sir; I commenced before it was in writing because he told me to commence work.

Q. Your proposition was in writing to the bureau? You had not commenced prior to that time? You had not commenced work before you submitted your proposition to the bureau?—A. No, sir.

Q. Then the proposition which you made to the bureau was sent over to Commodore Preble for his action?—A. Yes, sir.

Q. He referred it to Mr. Hartt?—A. Yes, sir.

Q. Mr. Hartt amended it and carried it back to the commodore?—A. Yes, sir; that was

Monday afternoon. I went to the commodore's office with Mr. Hartt. He sent for me. He had written me a note that he thought the ship-knees were charged \$650, and it was too much; that was the only complaint that he made. I could not see that it was too much. I think it cost me all I got to take the ship-knees down; every cent of it. I worked at night on them after dark. On Tuesday afternoon the commodore sent me this proposition back, "Your offer," of such a date, "is accepted." That was on the 14th. Then I went to work.

Q. You had not commenced work before you got that?—A. I commenced Monday afternoon, as soon as I got back from the commodore's house, because I was then in the yard.

Q. What authority had you on Monday evening?—A. Because the commodore told me in his office, with Mr. Hartt, to commence work right away.

Q. And that was before Mr. Hartt had made his report on the reference to him?—A. Yes sir; when he was making it. It was put in writing that afternoon, and the next morning I went to Hartt's office and signed it. It was sent down to the commodore's, and came back Tuesday, "Your offer is accepted, subject to the approval of the bureau;" and then the bureau sent him a telegram, saying that he could accept or reject. I had five hundred men at work on this work, because I had just finished my other contract.

Q. On Wednesday, when he got that telegraph, he stopped you?—A. He sent down for me to stop at four o'clock. I paid no attention to the telegram at all.

Q. Was not that telegram, then, to give to Mr. McKay the preference at the same bid of the party who had proposed a less sum than yours?—A. I did not see any such telegram. I have a copy of the telegram in a pile of papers from the commodore. Every marine in the yard, I believe, had a paper for me, and a gun.

Q. You stopped?—A. I did not stop.

Q. The marines stopped you, did they not?—A. On Thursday, at 11 o'clock, Captain Welles came to me and wanted to know if I was at work. I told him I was, and was going to continue to work. It was then quarter past 11 o'clock. He said, "I order you to stop now." Said I, "Captain, I will stop at 12 o'clock with my men." I took out my watch. Says he, "You must stop now." "Well," says I, "I will not stop; what will you do?" He said, "I will bring the marines out." I said, "I will not stop for a Government officer. I did once, and lost all the property I had in the world." Then he brought the marines out and stopped me. In the afternoon the telegram came, saying, "If McKay will remove the balance of the stuff for \$10,000, he can do so."

Q. Have you a copy of that telegram?—A. I will furnish one to-morrow.

Q. Had you, in the mean time, telegraphed to Washington?—A. I sent a hundred words to the Secretary of the Navy, which you can get, and also to Mr. Hanscom.

Q. You were then allowed to go on?—A. Then, in the afternoon, the commodore came up with the contract, and dated it back one day for me to sign. It was dated on the 16th instead of on the 17th, and I told him I never antedated. On Friday morning I signed the contract to remove the balance of the stuff for \$10,000. Then he put on a board of officers, consisting of Hoover, Mr. Hartt, and Captain Welles. I do not know what Captain Welles's report was. I saw Mr. Hartt's. I thought so little of Captain Welles's report I never read it. Captain Welles's report, I think, was somewhere about \$2,000. Mr. Hartt and Hoover surveyed the work, and thought I had done about half of the first contract. I think it was between nine and ten thousand dollars that they reported; that I have not got paid for.

Q. Have you been paid to the extent of \$10,000?—A. I have.

Q. Beyond that have you received anything?—A. Not a cent. My claim is in Washington now. I am going to get it.

Q. How many scows did you employ in the removal of the property that you had purchased at the navy-yard?—A. I cannot tell you. Mr. Seyfert paid the bills, and I have the name of every scow.

Q. At the time that this property that you had purchased was being removed, was the Government engaged in the removal of their stores?—A. The Government was removing the equipment-stores. Commodore Schufeldt's men were doing that.

Q. Were you the contractor?—A. No, sir.

Q. Did you have any contract, or were you to fill any contract, for the removal of property during the time that you were removing your purchases from the yard?—A. Yes. I was removing stuff all the time that we had bought at auction.

Q. Did you remove any of the property purchased by yourself at night-time?—A. No, sir; not a pound. I think Mr. Matthews, a broker, who sold the stuff for Seyfert, told me to-day that he had removed one scow at night to save the ice in the winter; to get through some canal, thinking that he was going to lose it.

Q. State whether any agent or employé of yours did so.—A. No, sir; never.

Q. Were you engaged at night-time yourself in removing or superintending the removal of any Government stores?—A. I was, several nights.

Q. During that time were your scows or barges, or those that you had employed, or that were employed for Seyfert, McManus & Co., being loaded?—A. No, sir; not to my knowledge.

Q. I understood you to state that no complaint had been made to you at any time or

charge that the laborers, either in your employ or in the Government employ, had been placing property of the Government in your private barges or scows.—A. No, sir; none was ever made to me.

Q. You heard of no such charge or complaint during the period of time you were engaged in it?—A. No, sir; not one.

Q. Were you interested in the iron that was taken from the Nebraska?—A. No, sir.

Q. Or in her boilers or machinery?—A. No, sir. The boilers I bought at \$46 a ton. I do not know whether they were the Nebraska's or not. I never had anything to do with the iron that came off the hull of the Nebraska.

Q. Who bought that?—A. I do not know. I think the iron was all gone before I got in the yard at all. I do not know anything about it, and had nothing to do with it.

Q. Speaking of your controversy with Mr. Rowbotham, did not that controversy arise out of the fact that he directed you to remove or pointed you to the machinery of the Nebraska for removal, and you declined to remove it?—A. He wanted me to remove a lot of old scrap-iron on the new purchase. It was sold at auction. Mr. Roach was to take it away. I told him that was not in my bid at all. When I made my bid I did not include that stuff, and I was not going to move it.

Q. Did not that include the machinery and the boilers of one or two vessels?—A. No, sir; only the Antietam's engine. That we took down. I was not going to move anything except what was pointed out to me.

Q. Did he not point out these?—A. He might have done that; but when I took my contract I went around to Mr. Newell, and he showed me what was to be delivered. Mr. Rowbotham never pointed out anything at all to me to go. He came there and wanted everything boxed, and greased, and polished; but I took in all of it, and I told him he was putting obstacles in my way.

Q. Do you remember the time or occasion, if such was the fact, that some of your men were detected in throwing saws out of a building?—A. Yes, sir; some knives or something of that kind. I could not keep every fellow from stealing. Some people would steal 20 pounds of lead or copper. I could not watch 500 men in the yard.

Q. You heard of that?—A. Yes; in a minute. Captain Welles came to me to discharge the men. You would have had to discharge all the men. The gate-men were there to see to it. The guilty parties were discharged, I think, right away.

Q. Did you bring any influence to bear personally or politically in securing this contract?—A. I never did; my contracts are records.

Q. Did you ask any gentleman, Mr. Randall or anybody else, in relation to them?—A. I never did. When I came here from New York, I was to be killed right away, and my men with me, and they sent bolts of iron at me and at my men whom I brought from New York. I brought a big Dutchman, 6½ feet high, to take down the Antietam. They sent a bolt at him that would have killed him if he had been struck. Mr. Charles O'Neill came down and swore "by God" that I should not have the work. He said I was an outsider. Mr. Sam. Randall did the same thing. "The next time you come here with a New York gang, we will scalp you." I told him that he had not done it yet. We fight like dogs.

Q. Did you take on and discharge from your private employ, while you were engaged as such contractor, at the instance of any politician, Mr. Randall or others?—A. I took men from everybody. I did not care who they were. I sometimes had to hire a hundred men a day.

Q. Do you mean that to be in response to my question, which was rather specific?—A. I do not know that I hired them for Mr. Randall.

Q. Did you for Mr. O'Neill?—A. No more than for Mr. Randall, that I know of. I have no record of it. Sometimes people would come down with a card from Mr. Randall or Mr. Myers. They found fault with me because I did not pay any attention to them. I told them I was not a politician, and I wanted to do my work. Mr. Charles O'Neill would send me down some men, and they were not worth a cent. Get them on a stick of timber, and forty would not do more than three ought to. They were a lot of dry-goods rats. My men came to work for me. They had to work.

Q. Have you ever made any present to any person in the navy-yard or connected therewith, or in the naval service?—A. I made a present of a watch to Mr. Hartt at Christmas, and he gave it back to me. He never took any, and he would not take any from me. He thought there would be some talk about it.

Q. When did he return it?—A. Good while ago.

Q. How long after the present?—A. In a very little while.

Q. Was any other present ever made by you?—A. No, sir.

Q. Do you remember making any presents to the families of any one?—A. No, sir.

Q. Did you loan them any money?—A. No, sir.

Q. Did you pay any bills for them?—A. No, sir.

Q. Neither for them nor for their families?—A. No, sir; not that I know of.

Q. Do you know of anybody else doing such a thing?—A. I do not.

By Mr. HARRIS:

Q. Did you ever say to any person that you had made or were to make a present or a payment to Secretary Robeson, Mr. Hanscom, or any member of their families?—A. I

never did in my life. I called on Secretary Robeson at the time I took my last contract from the navy-yard at \$21,000. I sent my card and went in. I asked him what I would do about the contract. He said he knew nothing about it: I said, "Cannot you give me any satisfaction?" He said, "I know nothing about it. I will refer you to the officers. Mr. Hanscom can do what he pleases. What do you suppose I know about what there is in the navy-yard?" I walked out. I never had any conversation with Mr. Robeson about the others in any way.

By the CHAIRMAN:

Q. You say that you had no conversation with him in regard to these other contracts?—A. No, sir; not a word.

Q. Did you not about the steam-engineering affair?—A. Yes, sir; when he cut me down \$1,400 at his room over here.

Q. Was it not by his special order and direction that Mr. Wood accepted your proposition?—A. Yes, sir; it was a letter from him addressed to the bureau cutting me down lower than the price was when we bid, on account of the fight in Philadelphia to get it away from me. I bid lower than anybody else. They found out the price. Neafie and Levy, I believe, were the ones who offered to do it at less when it was awarded to me.

By Mr. HARRIS:

Q. After the award had been made to you?—A. Mr. Wood had told Mr. Smith to accept Mr. McKay's bid. Of course, before he signed it, I suppose he had to see the Secretary, and that delayed it for a day or two, and they had found out that the contract was awarded to me. They sent on word that they would take it lower; and it hung for a long time. The Secretary said that he would give me so much for it, saying \$10,000, and that it was not worth any more than that. I told him that I would not take it, and then he agreed to give me \$13,000 for it. His clerk was in the room at the time when I was there.

By the CHAIRMAN:

Q. You never made a present of empty hottles to a friend, did you?—A. I always make them full.

Q. What was that present made by you to Briscoe?—A. I do not know what they were. I know I sent a fellow out of the yard that came there with some full bottles one day.

Q. Do I understand you to say that that attempt to make a present was without your authority?—A. No, sir. The fellow did not know how to carry them in the yard, and I sent him back again. He sent them open.

By Mr. HARRIS:

Q. State that fact just it was.—A. I sent down probably two hottles of whisky and three bottles of brandy to Briscoe, and supposed that it would come down in a bag; and the bottles came down all sticking up in a basket, and I sent the fellow out of the yard quicker than lightning.

Q. What was the object of the present?—A. No object at all. He was a boatswain in the yard, and did me some favors. He was the smartest man I ever met in my life around the yard.

Q. What were his duties there?—A. He had charge of the equipment department, rigging, &c.

Q. They were then removing stores from the bureau of equipment, were they not?—A. No, sir; not then. They did not remove them for months afterward.

Q. What were you engaged in at that time?—A. I think I was removing the ordnance-stores for Commodore Jeffers.

Q. They were removed a month prior to those of this bureau of equipment?—A. Yes, sir; a long time before. Commodore Jeffers was the only smart one there in the lot to get his stuff down. It would have cost him \$10,000 to remove them, and I moved them for \$5,000. He would have been all winter at it.

Q. To how many different places did the property that you bought at the navy-yard go?—A. I cannot tell you. I never sold a pound of it.

Q. Did you not direct the points to which it should be shipped?—A. No, sir; I never did. I never made a hill of lading. I never had anything to do with it. Mr. Seyfert sold it all. Mr. Seyfert took it through Mr. Reynolds. I never touched it. If I had handled the property that I bought in the yard myself, I should have made money out of it. It cost nearly as much, through Reynolds, to get the property out of the yard as it did for me to remove the navy-yard. I think it cost ten or eleven thousand dollars to remove the old stuff that we bought in the yard. The money was thrown away.

Q. Did you not make any other present to any of the employés about the yard?—A. No, sir; never. I might have sent a case of champagne; I think I did. I might have sent one to a member of Congress. I should not, however, want to put that on record. It was not to bribe anybody. I did not want to bribe anybody with a case of champagne, and I do not think that would fetch a man.

Q. Did you ever send a case of champagne to any officer of the Navy Department?—A. I never did.

Q. Did you, aside from Rice and Linn, have negotiations with any other party in reference to combinations, either to hid or not to hid?—A. No, sir.

Q. What induced you to enter into that agreement with Linn?—A. Linn wanted to. He wanted to get something to do, and he wanted to make some money. I had no other inducement in the world.

Q. Did he not tell you that he was about to become a bidder?—A. He was a bidder then at that time. Linn could not have moved the stuff, whatever he might have got, to save his life. He is the same man who got old Mr. Hoover turned out of the yard. He put \$500 under his table. He is the same man whom they examined here in 1865 in relation to the navy-yard frauds, when there was so much talk here. Mr. Hoover was the old constructor. Linn got him turned out of the service. I have sent to Washington for his record.

Q. State whether you have bills, which have been approved by the Department, which are now unpaid.—A. Yes, sir.

Q. To what extent?—A. I think about \$20,000.

Q. Were any of your bills paid out of the League Island appropriation?—A. I cannot tell you that.

Q. Do you remember the time that the money for the sale of this yard was paid into the Treasury?—A. I do not know anything about that.

Q. Has any person been removed or appointed in the naval service at your instance and request?—A. Never. The only favor I ever asked of any one in the naval service was of Commodore Welles, to keep a gunner here.

Q. Have you recommended persons to the Secretary of the Navy for assignment to duty at different places?—A. Never in my life. I never spoke to him about it.

Q. Have you not, through other persons, brought efforts to hear for the purpose of securing the removal of the present naval constructor at Boston?—A. No, sir; I had nothing to do with it whatever.

Q. Have you made no statement of that kind to any one?—A. Not that I know of. There has been talk in the newspapers, but my name never was mentioned. It does not make any difference to me what naval constructor is there, or who he is.

Q. I understood you that you had about \$20,000 of approved bills of the Government yet unpaid.—A. Yes, sir. I have about \$10,000 of unsettled claims.

By Mr. BURLEIGH :

Q. That would make about \$30,000 altogether.—A. Yes, sir; about \$32,000.

By Mr. JONES :

Q. Did they usually pay in approved bills or cash?—A. Always in approved bills.

By the CHAIRMAN :

Q. Do you know of any fund being raised for the benefit of any political party from contractors with the Navy?—A. I do not, and never heard of it. The only thing I ever saw or heard of was a statement in the Tribune, saying they were going to assess each officer \$5 through the Naval Academy, to present some bill to your committee.

Q. Did you not, within the last eight weeks, in the city of Washington, say that you were raising money for the purpose of being used in the then pending election in the State of New Hampshire?—A. No, sir.

Q. And that you had written to a gentleman in the State of Rhode Island, who had been a contractor with the Navy Department, to contribute so much money, and that he had replied to you that, until he got another contract, he would pay no more money?—A. I do not remember of making any such statement to anybody.

By Mr. HARRIS :

Q. Do you remember such a fact?—A. No, sir; I do not.

Q. Have you not made any attempt to get money for an election?—A. No, sir; I have not.

Q. Do you know how that story could have been gotten up?—A. I do not. They carry all kinds of stories.

Q. Do you not contribute to the elections in Massachusetts?—A. I do not. It does not require any money in Massachusetts. They know how to vote without that. I will furnish to the committee, if they desire it, the name of every employé and captain of tug whom I ever employed, to be called as witnesses in my behalf.

PHILADELPHIA, April 10, 1876.

JOHN RICE sworn and examined.

By the CHAIRMAN :

Question. Do you reside in Philadelphia?—Answer. Yes, sir.

Q. What is your business?—A. Builder and contractor.

Q. Have you had any contracts of any kind during the last few years with the Government?—A. Only one at the navy-yard.

Q. What was that contract and when was it made?—A. It was for the removal of the buildings to League Island, taking them down and removing the material.

Q. About when was that contract entered into?—A. I think it was the 12th of November.

Q. Was it a written contract?—A. Yes, sir.

Q. Have you it with you?—A. I have not.

Q. With whom did you make that contract?—A. With the Secretary of the Navy.

Q. State whether or not it was after an advertisement.—A. It was upon a written invitation to bid.

Q. You were invited to make a bid?—A. Yes, sir.

Q. Who called upon you?—A. The letter was sent to me from the Department to bid.

Q. By whom was it signed?—A. I do not remember that. I think it was signed by the head of the bureau, Commodore Howell. It came from the Department Bureau of Yards and Docks.

Q. What was your offer?—A. My bid was thirty-two thousand and three or four hundred dollars. The specific work was to take down all the buildings and remove the material to League Island.

Q. Did that include the two ship-houses?—A. No, sir; I had nothing to do with the ship-houses at all.

Q. You were to take down the material of all the buildings except those two?—A. Yes, sir.

Q. And also to remove the material to League Island?—A. Yes, sir.

Q. Were you to erect any buildings there?—A. I made the bid for the erecting of the buildings again. That was the first proposal. The day before we made the bid they asked me to separate it, and I separated it while in Washington, showing how much it would cost to take them down and remove the material; and how much it would cost to do the whole.

Q. They put out only the bid to take them down?—A. Yes; \$32,400, I think it was.

Q. State if your bid was not \$32,554.—A. About that sum.

Q. For rebuilding, \$116,000, making, altogether, \$148,554?—A. Yes, sir.

By Mr. HARRIS:

Q. What time was given you within which to perform the labor by your contract?—A. The time in the contract was named, and I objected to it because it was not time enough. They told me that if I got the building down by the day of the sale, that would be all they would ask. The time was fixed shorter because it had been delayed. The time to take them down and remove them was not long enough; it was only fifteen days. Therefore, the Secretary told me that I could have the thirty days.

Q. Did you accomplish all your work within that time?—A. Yes; there was not a pound of material to remove after that day.

Q. Who competed with you for that?—A. I do not know anybody but Mr. McKay. There were others, but I never heard their names.

Q. Were these invitations sent to several persons?—A. I do not know.

Q. Do you know what Mr. McKay's bid was?—A. I think it was for the same that I bid, \$57,000; that is, for taking down and removing. That was, separating his bid. His bid was, for taking down and rebuilding, something like \$160,000, I think.

Q. And yours was \$116,000?—A. It was when separated. His bid for taking down was something like, I think, \$25,000 higher than mine.

Q. State whether or not the price paid was more than adequate.—A. No, sir; it was a very low bid.

Q. Were you able to do it within your bid?—A. It was so close that I could not boast about it.

Q. There was some margin?—A. Very little; I supposed, of course, I was going to do the whole of it.

By the CHAIRMAN:

Q. In what manner was your attention brought to these contracts?—A. Mr. Charles O'Neill sent it to me. He was asked by the Department to send a Philadelphia builder there, and he brought the invitation to me.

Q. And you went on to Washington and made your bid there?—A. I made it up here and took it on there.

Q. And you bid in gross for the taking down and rebuilding?—A. Yes, sir.

Q. That was the proposition as submitted to you, was it not?—A. Yes, sir.

Q. Specifications were given?—A. Yes, sir.

Q. And you made it responsive to that suggestion?—A. Yes, sir.

Q. After you got to Washington you were asked to separate your bid?—A. Yes, sir.

Q. Yours was the lowest for taking down, and it was awarded to you?—A. Yes, sir.

Q. You say that you had some idea of Mr. McKay's proposition?—A. I think it was published in the newspapers. I did not ask the Department. The next day the bids were published.

Q. Did you ascertain it from Mr. McKay?—A. No, sir.

Q. Did McKay ever at any time make a proposition to you to withdraw your bid and to give him a showing at it?—A. Yes, sir. Not to withdraw it.

Q. What was that?—A. It was before I put it in. He was a stranger to me, and I never met him but once or twice before. That was by accident. He was pointed out to me as the man before he made the proposition. I knew him by those one or two interviews. He made overtures to me to prevent my bidding—that is, to withdraw from the bidding. What his motive was I do not know, except to get it himself.

Q. What sum of money did he propose to pay you?—A. He commenced on a price, and I listened to him to know what it meant. As I have said, he was a stranger to me. He first offered me \$15,000, and I shook my head; and then he agreed to give me \$20,000. I told him that I could not sell myself or my Government; that I would enter into no conspiracy of that kind, declined his offer, and declined to have anything to do with him.

Q. At that time did he state to you that he had any advantages in the way of information?—A. I did not pay any attention to his remarks, because I thought that they were more of assurance than anything else; what his position was I did not know. I presume he thought if he was the lowest bidder he would get the contract, of course.

Q. How many days prior to the letting of the contract was it before you were informed by Mr. O'Neill of your opportunity to submit a proposition?—A. Some days; long enough for me to make up my estimate by an exact measurement of the buildings, counting all the bricks in them and the material; certainly more than a week.

Q. Were you invited to make any other proposition in regard to any other buildings?—A. No, sir.

Q. What are the particular buildings upon which you submitted your proposition technically known as the navy-yard?—A. The ordnance-buildings, commodore's office, sail-loft, construction-building, blacksmith's shop, officers' dwelling-houses, saw-mills, foundery, joiner-shop, iron store-houses. There were seventeen in all.

Q. Did that include the buildings known as the ship-houses?—A. They were contracted for previously to that time.

Q. Who was the contractor?—A. I understood from hearsay that McKay was.

Q. As a matter of fact, did not McKay afterward remove those?—A. I think he did; I never paid any attention to McKay's movements there.

Q. Did you have any difficulty with Mr. McKay?—A. I never had myself; he had some difficulty with my son in getting possession of docks to ship our material. He was a pretty energetic fellow, and he took possession of everything that he could for his own advantage; the difficulty did not amount to much. My son was a peaceable young man, and would not quarrel with him. That was about the amount of it. He might have had a quarrel with him if he had wanted to.

Q. What was the value of the material that you moved to League Island?—A. I estimated that there were 4,000,000 bricks; there were that many bricks sent down there. They are better than any new bricks that we can buy. There were also about three and a half million feet of lumber, and something like six hundred odd window-frames, sills and sash and doors of the houses. We took out and shipped all the good slate. I fulfilled my contract as closely as I could in taking everything down there that was valuable.

Q. In this removal was there much destruction?—A. No, sir; only of lumber in taking it down. They drove us a little fast. Nothing was destroyed of any consequence excepting the roofing-boards, which were old and decayed; and, of course, in taking them down they would break. We did not ship any of that *débris* to League Island. We shipped only the good lumber, and there were three and a half million feet of that.

Q. You undertook to make this removal without expense to the Government?—A. Yes, sir.

Q. Did the Government furnish you with any assistance in transportation in any way?—A. The only assistance the Government furnished me was to pay for tugs, which was in their contract: they were to furnish all that towing. They could not give me the tugs, and I hired them myself, they paying for them; they paid only for the hire of the tugs.

Q. Do you remember how much transportation the Government paid for in that way?—A. I think about \$1,400, as near as I can recollect.

Q. All the hauling and handling at this navy-yard here was done by you and at your expense?—A. Every cent of it.

Q. When it was delivered at League Island you deposited it upon the wharf or landing, did you?—A. Yes, sir; in the cars; we put it almost entirely into the cars at League Island.

Q. This transportation upon the island from the cars to the houses to be erected was done by the Government?—A. Yes, sir; at the Government expense.

Q. Do you know anything about the mode and manner and cost of that?—A. No, sir; they did it as economically as they could, I think. I was not there much myself; my son attended to it. They employed cars and carts to take it away as fast as they got it. It was not an easy thing to do. We had to get it down by a certain time. We had to push that all the time and get them out of the way.

Q. If the bricks, and lumber, and material that you transported from the navy-yard here to League Island was put upon the market to-day, what would you say would be a fair, rea-

sonable value for it?—A. The bricks there are as good as new, as I said before; and I estimated that they were \$9 a thousand at the navy-yard.

By Mr. HARRIS :

Q. How many of them were there?—A. 4,000,000.

Q. Now, as to the lumber.—A. The lumber I could not make any better than it was. For the purpose of girders, joists, and window-frames, it was as good as any new lumber I could put there, and better than most lumber; and for the purpose of building there, it was worth all I estimated to the Department. In making my proposal I stated to the Secretary that there were so many bricks, which would be worth so much money to the Government, and that the lumber would be worth so much more, showing that the removal was a matter of profit to the Government, as I believe it was.

Q. Your estimates of the value of this lumber were in writing, on file in the Department, I suppose?—A. They have the estimate there, sir.

Q. And your judgment, since it has been removed, accords with what you estimated it then?—A. Yes, sir; we estimated a low and safe amount, and the bricks turned out much better, and there was less waste of them than I expected, so that there were as many bricks as I estimated, although we did not move them entirely, for the reason that there were some bricks there that we had to give possession of the last day of the month, when the sale was made. Everything there went with the sale.

Q. Was that the brick that you had taken down?—A. No, sir; I moved all the bricks that I took down.

Q. I understood you to state that you had taken them all down?—A. All except a very few. There were some pieces of wall about that were standing. The lawyer for the Government said that any brick in place must not be removed, because it went with the sale. I obeyed this order. Still, there were more bricks there than I estimated at first.

Q. Did any advantage or disadvantage occur to the Government from the short time that there was allowed for the removal? In other words, suppose you had been allowed a month or two months longer in which to make the removal, could you have done it at a less price than you submitted?—A. No, sir; it would have cost me less if I had had more time.

Q. Could you have saved any more of the material?—A. No, sir; no more of the bricks or joists. We might have taken down some of the boards a little more carefully, but they were not fit to be removed.

By Mr. BURLEIGH :

Q. I thought you said you left some of the walls standing?—A. Some spurs of walls; but they were not of much account. Our orders were that any brick then in place were not to be displaced; that was after the sale.

Q. Do you know anything about any unlawful or improper removal of property from the yard?—A. I do not; not a word.

Q. Were you an attendant at any of the sales made there?—A. No, sir.

Q. Have you any knowledge about it?—A. No, sir; I only know by hearsay that there was a sale of old iron and timber, &c.

Q. Do you know anything about the mode or manner in which Mr. McKay performed his contract with the Government?—A. No, sir; I do not. I avoided as much as possible having anything to say to him or going near him.

Q. Do you know anything about Mr. McKay's agreement or arrangement with a gentleman named Lynn?—A. No, sir.

Q. Are you the gentleman who made or submitted a proposition for the removal of the ship-houses?—A. No, sir.

Q. Was that your son?—A. He made no bid for the removal of the ship-houses.

Q. There was a proposition submitted?—A. These contracts were made before I was invited to make this bid.

Q. Was it you or your son who made a bid of \$10,000?—A. My son bid that in my name. That was for removing the timber, I believe, although I never saw it in the construction department; that is to say, knees and timber of all kinds that lay there. They had been moving it previously to that, and Captain Wells asked me to send to him a proposition to remove it. In the evening, when my son came home to the house, he told me that he had made such a proposal in my name.

Q. The proposal was to remove it for \$10,000?—A. Yes, sir.

By the CHAIRMAN :

Q. What success did he have in that proposition?—A. He did not get it.

Q. Could the property have been removed by you at that price?—A. Well, we thought it could; he thought it could.

Q. It was a proposition made in good faith, was it?—A. O, yes; the contract would have been carried out if we had lost money.

Q. But you did not make a proposition with a view of losing money?—A. No, sir; it was not a proposition in the way of a job, or anything of that kind; it was a clear, clean, fair, square proposition.

By Mr. HARRIS :

Q. Your son offered it to Mr. Welles ?—A. Captain Welles asked him to make the proposition.

By Mr. BURLEIGH :

Q. Do I understand you that your contract was to take down all these buildings and remove the material to League Island at your expense ?—A. Yes, sir ; and the Government paid no expense except what was in their contract. They were to provide me with tugs.

Q. Who got the contract for rebuilding ?—A. No one got it. It has not been made at all. I have been wanting to get it, but I do not think the Secretary will make it in that shape. He intimated as much to me.

By Mr. JONES :

Q. How many bricks were there standing undisturbed at the time of the sale ?—A. I cannot say, exactly ; perhaps a couple of hundred thousand.

Q. If you had had more time, could you not have made a lower bid to remove the buildings to League Island ?—A. No, sir ; I would not have made any lower bid than that.

Q. Not if it had been two months earlier ?—A. No, sir.

By Mr. HARRIS :

Q. Did not your contract require you to remove those standing bricks ?—A. I was to remove all material ; but inasmuch as I could not get them, I did not make any deduction, because I had been detained in the removal. The stores were not empty when I took it, and I did not feel that I was entitled to make any reduction. On the contrary, I thought otherwise.

Q. So that those spurs of walls were legitimately within your contract ?—A. Yes, sir.

Q. But you were delayed so that you were not at fault for not removing them, as you construe it ?—A. Yes, sir.

By Mr. BURLEIGH :

Q. Were those bricks that you left there worth \$9 a thousand ?—A. No, sir ; there would have been an expense of \$4 a thousand, I think, to clean all the bricks. Those bricks that are left there are not cleaned.

By Mr. HARRIS :

Q. Do you understand who got the contract for removing the timber to which you alluded that your son bid on ?—A. I understand Mr. McKay did.

Q. Do you know at what price ?—A. No, sir.

Q. You do not know whether it was at a higher or lower price ?—A. No, sir ; I understand that he took it for the same price. I do not know that.

By Mr. JONES :

Q. Did you use all precaution in taking down these buildings ?—A. Every precaution that the most careful man could use.

By Mr. HARRIS :

Q. Did you take down those frames so that they could be erected again ?—A. Yes ; they were all boxed up.

Q. The boards, windows, doors, and all the things of value, and each building could be put back ?—A. Yes, sir ; they were all numbered as belonging to each building, and every timber is marked to its building.

By Mr. JONES :

Q. And the finish taken off from the rooms ?—A. Yes, sir.

By Mr. BURLEIGH :

Q. Could any one put them up to as good advantage as you could ?—A. I do not think they could, for the reason, first, that we believe we can do things as well as anybody, having had an experience of forty years ; and again, we knew what they were. I look upon Government the same as an individual. I have had contracts with the Government, and I am not ashamed of my record. I went through the Capital building at Washington without a question occurring as to the character of the work.

PHILADELPHIA, *April 10, 1876.*

GEORGE RICE sworn and examined.

By the CHAIRMAN :

Question. Did you have any interest in the contract of your father ?—Answer. No, sir nothing more than the interest of a son.

Q. Were you at the navy-yard attending to the execution of his contract?—A. Yes, sir; from 7 in the morning until 5.30 at night.

Q. During that period of time did Mr. McKay have any contract with the Government for the removal of property?—A. Yes, sir; I have so understood.

Q. Did you see Mr. McKay and his employes engaged in the execution of that contract?—A. Yes, sir.

Q. Did you submit, either in your own name or in the name of your father, a proposition for the removal of the remnant of the property left at the close of the general work?—A. I did, in my father's name, as attorney. It was signed "John Rice, by George Rice."

Q. What was that for?—A. It was for the removal of the balance of the construction-stores, consisting of lumber and coal. I think there was a large amount of lumber, and about four hundred tons of coal. My estimate of the lumber was about a million and a half feet.

Q. Was Mr. McKay then engaged in removing the balance of construction-stores?—A. He was not that day that I first spoke about it.

Q. Had he commenced?—A. He commenced the morning I submitted the proposal. The first I knew of that, Captain Welles met me in the yard and asked me what it would cost to remove the balance of the construction-stores, or rather all the property belonging to the Government. I did not know why he asked me. Thinking it was only an expression of opinion, I told him \$10,000. I was tolerably familiar with the amount of material that was there, although not entirely so, nor so much so as to make a bid. He asked me whether I would authorize him to report that. I told him, "Yes." That is all that occurred that day. The next day I received a letter from him, which is as follows:

"UNITED STATES NAVY-YARD, PHILADELPHIA,
"December 15, 1875.

"MY DEAR MR. RICE: Go immediately to the commodore's house, on Broad street, and see him about making an offer to move the material of the construction department. The inclosed is a copy of a telegram, which explains itself, and which arrived at my office at 3 p. m. from the commodore.

"Truly, yours,

"CHAS. H. WELLES,
"Captain United States Navy."

By Mr. HARRIS :

Q. At that time McKay was moving?—A. At that time, in the afternoon, he was moving. He commenced in the morning. That was the first intimation I had that they were going to give it out by contract, or that they had any contract. I did not know that Mr. McKay was moving that day.

Q. What did you do?—A. I went up to the Commodore's house and submitted a proposition to do the work for \$10,000.

Q. Was that proposition sent to Washington?—A. I presume so. Commodore Preble asked me whether I was willing to put it in writing. I told him, "Certainly;" and sat down and wrote the proposition there, and signed it for my father. I could not reach my father that afternoon, and signed it for him.

Q. How many men had McKay then at work?—A. I could not say. I suppose he had two or three hundred men at that time. I do not know what he had in the department. He had a large number of men. We had 400 ourselves, and the Government was working and Mr. McKay was working.

Q. He was at work on that very timber then?—A. Yes, sir.

Q. How many scows had he?—A. I do not know that. I do not think he had any scows for that. He rafted it down.

Q. When did you next hear from your offer?—A. Commodore Preble told me that he would accept that, subject to the approval of the Department at Washington. The next afternoon I went over to Captain Welles's office to see whether there was anything from it, and he had heard nothing until 4 o'clock in the afternoon, and then he read me a copy of a dispatch which authorized some one, and I do not recollect whom, to make the contract with Mr. McKay; to allow Mr. McKay to go on with his work, provided he would sign a proposal similar to mine.

Q. Do you know whether he did that?—A. I understood that he did. He worked that day, and the next morning was stopped forcibly by Captain Welles.

Q. And resumed his work the next day, and went on and finished it?—A. He resumed the next day.

Q. Did you at the time know that McKay had put in an offer to remove that?—A. The first I knew of McKay's offer was when I got to the commodore's house.

Q. Did you there learn that he had made an offer that had been accepted?—A. Yes, sir.

Q. At \$21,000?—A. The common report and rumor about the yard was that it was \$25,000.

Q. So that you did learn that he was working then under a contract to remove it for \$21,000?—A. Yes, sir. Commodore Preble made the remark to me when I named the sum

of \$10,000, "That is more like the thing than \$25,000." That was the first information I had that McKay was working on it.

By Mr. JONES:

Q. That is, when you made your offer you did not know that he was working on it?—A. I did not. I did not know anything at all about there being a contract.

Q. You did not suppose that you were bidding to get anybody else's job away from them, or that it had been contracted?—A. No, sir. My proposition of \$10,000 was based upon the belief that the captain wanted an expression of opinion. I did not know that he was asking me for a bid.

By Mr. BURLEIGH:

Q. You have considered yourself bound to do the work, provided the bid had been accepted at \$10,000?—A. I should have been very glad to have done it. Afterward I went over the thing carefully, and I should have been very glad to have done it at those figures.

Q. Did you have any trouble with McKay?—A. We were squabbling there, each of us trying to do our own work.

Q. Had you at that time come in contact with him in any way?—A. Yes, sir. The last day we were allowed to work, throwing down, I had some trouble with him.

Q. What was the trouble then?—A. That was only a question between us. It was a private matter. I had orders from the Secretary of the Navy, who had been there the day before. He directed me to go on and throw down everything until I heard from him. He explained to me that at the time of the sale everything that was standing would belong to the purchaser, and that he would notify me. This was after 1 o'clock. We had one building there at which we were at work, and which we had only got possession of three days before. I was anxious to get as much of it down as I could possibly, and we were throwing the walls down, and McKay came along and asked me to stop. I told him that I could not then, because every moment I was expecting an order from the Secretary of the Navy to stop, and I wanted to get down all that we could. He told me that I would have 30 days. I told him that was not my understanding of it; that Mr. Robeson gave me positive orders to go on throwing down, regardless of whatever might be under it, until I received his dispatch. The dispatch was in the yard at the time, although I did not know it. It had not reached me.

Q. Did your throwing down interfere with him?—A. It did, and it did not. He could not have done anything; there was a large piece of machinery lying there. He could not haul by it. I was expecting the order every moment, and only wanted to go on until I got that order, and then promised to clear the gangway. I was obliged to throw the wall down, because there was a frame building standing in such a position that I had to work at it. He then went to Captain Welles, and Captain Welles gave me an order to stop. I went down and saw the captain personally about the order, and told him exactly what had passed between the Secretary and myself, and I asked him to go up and see the situation of affairs; to show to him how little it interfered with Mr. McKay; to let me go on, and we had some words there. He took hold of me, and Captain Welles stopped it.

Q. You made a contract to remove the brick buildings for a certain sum of money?—A. Yes, sir; for \$32,500.

Q. Were you a party to that, or were you acting for your father?—A. I was only acting for my father.

Q. Was that contract executed and carried out?—A. As far as we could. We were stopped by the sale. We received our pay for what we did in that regard. There was a great deal of delay in getting possession of the buildings, or we would have had them all down.

Q. Did you go into competition to get that contract with McKay and others?—A. Yes, sir.

Q. Were you the lowest bidder?—A. Yes, sir; Mr. McKay's bid was \$57,000 and ours was \$32,000.

Q. Did you hear any conversation between McKay and your father about your father selling out to McKay?—A. Not selling out. He was asked not to bid.

Q. Were there any regular offers made, or was there only a talk about it?—A. It was a regular offer.

Q. What was the offer?—A. \$20,000; that was the sum offered.

Q. How much did you want?—A. My father would not sell out. He said that he had never sold himself.

Q. He refused to fix any price?—A. Yes, sir; so far as my knowledge goes, he never fixed any price. The first offers were made to me in Washington. I went down with the bid the first time.

Q. Did McKay make the offers there?—A. Yes, sir.

Q. State whether or not at the time these offers were made it was contemplated by both of you that one should have the whole job of tearing down, removing, and rebuilding?—A. No, sir.

Q. You do not say McKay offered to give you \$20,000 for the privilege of tearing down and removing?—A. What I mean to say is, that the bid was divided and the Department had the option of awarding either part of it.

Q. What offer did he, McKay, make, supposing the department should only want bids for portions of the work?—A. None at all. He seemed to think the whole contract would be awarded for the whole thing.

Q. It was upon that idea he made his offer to you?—A. Yes, sir; over ten or fifteen thousand dollars.

Q. After you returned to Philadelphia you saw him again?—A. Yes, sir.

Q. Did you hear his offer yourself?—A. No, sir; I do not know that I did.

By the CHAIRMAN:

Q. Did McKay say to you that he had any superior influence or advantage in securing the contract or a part of it?—A. No, sir; I do not think he did. He talked to me about the difficulty of doing work, asking me whether I knew how difficult it was to do work with the department—in the Navy Department saying they were new officers—that they knew nothing at all about their business. He tried to discourage me in that way; but I do not know that he said anything about any particular advantages that he had. I do not remember anything of that kind.

Q. While you were engaged in the yard was your attention called to or arrested by any unlawful removal of property?—A. Not except from the current rumor about the yard. I know nothing of my own knowledge.

Q. Did you see anything yourself?—A. No, sir.

Q. Did you see any impropriety at the time of the removal of the property by Mr. McKay?—A. I think there was ample opportunity for fraud if they were disposed to practice it. The material taken away from the yard had no check upon it.

Q. When you say there was no check, what do you mean?—A. No one to see that they were loaded, when they went in boats, or to see that they went to the navy-yard or any other place. I speak of the department I had charge of, removing the old material for the building. We could have taken them anywhere we wanted to. So far as I could see, there was nothing to prevent it; whether there was anybody to look after that matter I do not know. The stuff was taken on lighters to the navy-yard and unloaded there.

Q. Do you know whether, for instance, in the case of stores belonging to the construction bureau, there was any check or tally kept at the yard?—A. None that I know of.

Q. Of course you do not know how that was at League Island?—A. No, sir.

By Mr. HARRIS:

Q. Did you know that in the engineer department some men from that department went down on each boat?—A. No, sir; I did not.

Q. Do you know that it was not so?—A. No, sir; I do not. I do not know anything about it.

Q. I suppose sometimes you carried down several barges with one tug?—A. Yes; as high as four; or, rather, two barges and two rafts.

By the CHAIRMAN:

Q. Do you know whether any of the officers or employes received any presents or gifts of money from Mr. McKay or others?—A. Not to my knowledge.

Q. Have you any information on that subject, the sources of which are available to this committee?—A. Nothing more than the rumors. I paid no attention to them at the time. I heard such rumors among the men. They were talking about it and it came to my ears in that way. Stories came of the passing of material out through the fence at night, and all that sort of thing. I paid no attention to it. There was a great deal of confusion there, but I do not think there was really anything in those stories.

JOHN W. LINN sworn and examined.

By Mr. HARRIS:

Question. Have you had any contract with the Navy Department?—Answer. Not since the war.

Q. Did you make an effort to obtain a contract to remove any portion of the material from the navy-yard?—A. Yes, sir.

Q. With whom did you make that offer?—A. I made it direct to the Secretary, for the removal of the engineer's department and the construction department.

Q. Have you copies of any letters which you wrote to the Secretary of the Navy on that subject?—A. I don't think I have.

Q. Did you communicate with him by letter?—A. Yes, sir.

Q. Did you make any offer?—A. Yes, sir.

Q. State in concise terms what offer you made.—A. Chief Engineer Newell, some time in December, 1875, sent for me, and told me that the department was about to remove the tools and fixtures belonging to the engineer department from the old yard to League Island, and that he was instructed to obtain bids therefor. He asked me if I was willing to bid on it. I told him yes. He then authorized Mr. Rowbotham and Mr. Vallette, his assistant and his clerk, to go around with me and show the articles which were to be removed, and they did so. Among them were two boilers which belonged to the steamer Antietam, which

lay on the North wharf. They were estimated to weigh about thirty-six tons each. There were also two belonging to the Shackamaxon, weighing about thirty-five tons each. They said they wanted these boilers removed first, and taken to League Island. After examining carefully all the tools and fixtures to be removed, I made an estimate of \$15,000, and sent it down to the department.

Q. That was the estimate to remove the material in the engineer's department?—A. Yes, sir.

Q. Did you make any other offer?—A. No, sir.

Q. Did you get the contract?—A. No, sir. Mr. McKay got the contract, as I understand, for \$14,500, and the four boilers were never removed. I considered that the boilers were about one-third of the whole estimate.

Q. Those boilers were sold afterward, were they not?—A. I believe they were. I had no opportunity to bid after it was known that the boilers were not to be removed.

Q. What else did you attempt to do?—A. After that I heard that they were about to remove the construction department, and went down to see Mr. Hartt about it. I did not see him. I walked down to the wharf and found that the department had commenced the removal of the construction stores there. They had chartered the old steamer Burlington, well known on the river, and were fitting her up for the removal of the construction department. I did not do anything just at that time in relation to it. On the 4th day of November I went home, and my wife handed me a note from Mr. McKay, requesting me to call and see him at the Continental Hotel. I went and saw Mr. Russell, an old detective, and asked him if Mr. McKay was about. I had never seen Mr. McKay up to that time. He said yes, and pointed McKay out to me. McKay said he wanted to see me in his room. He asked me up there, and asked if I intended to bid on the removal of the construction department. I told him I did. That if they were going to give it out I should bid on it, but that I had understood that they were going to remove it themselves. He said no; that they were going to give it out to bidders, and asked me if I had any idea as to what it was worth. I told him I thought I had a good idea; that I had carried on a large business alongside the yard for several years, and had removed one or two ship-yards in my time. He then wanted to know what my figures would be. I told him I could not tell that, and he asked me if I knew what the department figures were, saying that they had made an estimate on it. I told him I did not. He said they had figured it \$132,000. I told him I would like to take it for \$120,000. He said to me, "What will you take to hold your bid at \$120,000, because I can get this contract. It is no use for you to bid against me, for I can beat you anyhow. I beat you on the engineer's department, and I can beat you on this. It is no use for you to bid against me." I told him I did not think it was, but still I should make a bid. He wanted to know still what I would take to hold my bid at \$120,000, and I told him.

Q. What did that include?—A. Everything belonging to the construction department.

Q. Did it include re-erecting?—A. No, sir; not re-erection; it was separate from that. I told him I would take \$10,000. This was said in an off-hand way, for I had no idea of entering into such an arrangement at all when I went there. In fact, I did not know what he wanted with me. He scribbled something on a piece of paper, folded it up, and put it in an envelope, and wrote, or pretended to write, an address upon it. He then went out, asking me to excuse him until he mailed a letter. I imagined he went out to consult some other party. After he came up he said, "I will give you \$8,000." I told him I would accept it if it was put in black and white. He showed me his bid that he had prepared at \$116,000. The two bids were mailed together—mine, at least, was mailed in good faith, and he mailed what I supposed to be his bid, in the Continental Hotel. Our agreement was put in writing. The agreement, which is now in the hands of my counsel, read, that he was to pay me \$8,000 in consideration of my bid being \$120,000. That he was to pay me *pro rata* cent. per cent. in case he received any sum less than \$116,000, and was to pay me in sixty days.

Q. You both put in your bids?—A. Yes, sir.

Q. Were either of those bids accepted?—A. I don't know whether his bid was accepted or not. I know he removed the construction department.

Q. State whether or not the work that those bids contemplated was ever authorized by the Department?—A. That is something I know nothing about. I know, however, that he removed the construction department.

Q. But you don't know that there was a change in the proposition?—A. Yes, sir; I suppose that he had it changed so as to get me out of the way. That has always been my supposition.

Q. I asked you whether or not the bids which you and McKay put in for the removal of everything in the construction department were ever accepted.—A. I cannot answer that question, for I do not know.

Q. Have you not been informed that those bids were not accepted?—A. I have heard so.

Q. You know, do you not, that Mr. McKay did not remove everything connected with the construction department?—A. No, sir; I don't know what he did remove.

Q. Do you know that he did or not?—A. I do not. I know that he removed a large portion of it, but whether he removed it all or not I cannot say.

Q. You don't know that the Department required a different contract, do you?—A. No, sir; I never heard, and never had any chance to bid on any other basis except this.

Q. Did Mr. McKay get \$116,000 for any contract?—A. I don't know how much he got.

Q. Have you any information that the Department divided that up and made separate contracts in the same department?—A. Yes, sir; I have that information.

Q. Do you know by information the amount of McKay's contract?—A. No, sir; I tried to find out but I could not. I saw in the New York Herald, the day before yesterday, McKay's own figures. From memory, he received, as he says, \$26,000 for construction stores, whatever that might imply. And also five or six thousand dollars for something else. And several thousand dollars for something else.

Q. So that the whole amount of his bids came to very much less than \$116,000?—A. Yes, sir; that is, according to that statement.

Q. Do you reckon the buildings that were thrown down by Mr. Rice in the construction department?—A. No, sir; they were not included in my offer. They did not belong to the construction department.

Q. State what occurred afterward.—A. Nothing occurred afterward in relation to that. I waited until the expiration of sixty days, and commenced proceedings against him to get the pro rata cent. per cent. that I consider I am entitled to. The case is now pending.

By the CHAIRMAN:

Q. I understand you that the time that the bids were sent from the Continental Hotel you sent your bid for \$120,000, and Mr. McKay sent his bid for \$116,000?—A. Yes, sir.

Q. It was a part of your understanding, then, if not reduced to writing, that both bids were to go forward?—A. Yes, sir.

Q. It being known and understood by you and by him at the time that his bid being less than yours, he would be likely to get the contract?—A. Yes, sir.

Q. And as part of your agreement you were to forward your bid?—A. Yes, sir. He took his bid, or what I supposed was his bid, and also took mine, and mailed them at the letter-box at the hotel. I don't know whether he did or not, but he showed me a bid, and I supposed he mailed the same paper.

Q. I understood you to state that in his conversation with you he stated that he knew the estimate of the Department to be \$132,000?—A. Yes, sir.

Q. Did he say to you from whom he had obtained that information?—A. No, sir; he did not. He asked me if I knew how many scow loads of material there would be to remove. I told him that I had not considered it in detail; but, being thoroughly acquainted with everything that was about the yard, as I was, and more so, in fact, than any other builder in the city, having carried on a large business, I thought I could tell by the lump as well as if I had gone into detail, and so I could. He then asked me if I knew what the estimate of the Department was, saying that they had made an estimate themselves, and I said I did not. He said it was \$132,000. I said I would like to take it for \$120,000.

Q. Did he state to you in what consisted his advantage in procuring the contract?—A. No, sir; he merely said, "It is no use for you to bid against me, for I can beat you, anyhow. You know I beat you on the engineer department, and I can beat you on this." He further stated, "You have some very warm friends at Washington." He said, "Mr. O'Neill is a very warm friend of yours." I said, "I have never seen or spoken to Mr. O'Neill on the subject, or any other member of either House, or any officer of the Government." I learned afterward that some of my friends had spoken to Mr. O'Neill, and Mr. O'Neill had gone up to the Navy Department to use his influence in my behalf. I had never spoken to Mr. O'Neill about it, although personally I know him very well, having lived in his district for a number of years.

Q. Did Mr. McKay say what influence he possessed?—A. No, sir; that was "one of those things no feller could find out."

Q. Do you know of any unlawful removal of Government property by anybody?—A. I think I do, but not having seen it taken with my own eyes, I could not say positively. I can state what I have seen. I went down into the yard one day. Mr. Hartt sent for me and said they were about to give out the frigate Constitution by contract. He asked me if I would like to put in a bid for it. I told him I would. I went into the yard. There had been a sale of a large lot of knees, which I did not know anything about. A man named Matthews, a junk-dealer, since dead, asked me why I had not been down there yesterday to buy that pile of knees. I told him I did not know they were to be sold, as they were not advertised. He said no, he did not think they had been advertised, but they had been sold. I asked him who bought them, and I understood that he had bought them for McKay, although I won't be positive about that. I asked if he knew anything of how much they brought. He said \$110. I looked at the piles of knees and thought the man was joking. I told him he must be mistaken, but still he insisted that \$110 was all they had brought. I told him I should like to have given \$2,000 or \$2,500 for them.

Q. Were they worth \$2,000?—A. Yes, sir; they would have brought that in the market.

Q. Your attention was called to that lot of knees?—A. Yes, sir; I looked at them then. We were standing pretty close to them, and during the conversation I stepped over toward them.

Q. How many were there?—A. I should judge that day that there were about five hundred of them in the pile, and they would have been worth \$5 apiece, or say \$2,000 for the

lot, at the lowest figure. A few days afterward I went down again, and the pile, if it had not doubled itself, had increased one-third. As it stood the second time I should say it was worth from \$4,500 to \$5,000. An interval of four days occurred between my first and second visit. A ship's knee is an article which will anywhere attract the attention of a dealer; but those hauled there last were very valuable on account of their shape and size.

By Mr. HARRIS :

Q. In what way did the pile increase? How did the form of the pile change?—A. There were three or four piles piled up, and in some cases the pile had increased in height and in size around.

Q. How near to the original pile had any additional knees been placed?—A. I should take it to be one and the same pile. There were not two piles.

Q. Did you say that any had been put on top of the original pile?—A. Yes, sir; I think so.

Q. Was there any derrick around there to lift them up?—A. No, sir; there was no derrick needed. They could be hoisted up.

Q. Did you say that any addition had been made to the height of the pile?—A. I would not be positive, because I did not take enough notice of that to say whether it had been increased in height or not.

Q. Did you say the pile had increased in length on the ground?—A. Yes, sir.

Q. They made an addition to the pile on the ground?—A. Yes, sir.

Q. It was of the same height?—A. It might have been something higher. The pile was certainly larger. It was a pile of knees fifty or sixty feet long and thirty or forty feet wide when I first saw it.

Q. You would not swear it was higher when you saw it the second time?—A. No, sir.

Q. Will you say it was longer?—A. Yes, sir.

Q. And it was piled up as high as the original pile, you say. Are you sure of that?—A. It might not have been piled exactly as the original pile was, but it was a continuation of the pile.

Q. Are you sure about that; will you swear that it was an addition to the pile either in its height, length, or breadth?—A. From my observation of it I would swear that it was a continuation of the old pile.

Q. An increase of it?—A. Yes, sir.

Q. To the extent of how many knees?—A. I should say 250 to 300.

Q. Were they all piled up against it so that it made a part of the same pile?—A. There might have been a gangway between, if we had walked around between the additional and the original knees.

Q. There were not knees laying on their backs around within a hundred feet of the pile, were they?—A. No, sir; there were a few lying scattered around like that.

Q. Do you mean that these you speak of had been moved up to form an addition to the original pile?—A. Yes, sir.

Q. And you think 200 additional knees went into that pile?—A. Yes, sir.

Q. Are you willing to swear that such was the fact?—A. Yes, sir; to the best of my observation.

Q. Did you speak of that to anybody?—A. No, sir.

Q. You never have mentioned it till now?—A. No, sir; never to anybody living, that I know of.

Q. Did you see them removed from the yard?—A. No, sir; I saw part of them after their removal.

Q. Do you know what were removed from the navy-yard by McKay under his bid?—A. I do not.

Q. Do you know what went to League Island, if any?—A. No, sir.

Q. You simply know that that pile was increased?—A. Yes, sir.

Q. Have you seen these knees since?—A. I have seen part of them.

Q. Where?—A. Laying on the sidewalk at Queen-street wharf.

Q. Are those knees worth \$5 apiece right through?—A. They might not have been, just as they laid there. A great many of the knees I saw on the pile are not in this pile at all. Some of those which were worth more than \$5 apiece are not there now to make an average.

Q. Have you ever been down at Mr. Cahn's to see those which were stored there?—A. No, sir.

Q. Would you say that there had been any selection of the knees so that the poorest of them had gone to Queen street?—A. There are a great many knees in that pile at Queen street which have been in a vessel and taken out whole. That would decrease their value.

Q. What would the rest of the knees piled up there average?—A. The rest of them ought to bring \$4 a piece.

By the CHAIRMAN :

Q. Was your attention called to any other error, abuse, or fraud?—A. No, sir; nothing particular. There was a good deal of excitement down there about the time they were removing knees. I had a vessel over on Simpson's dry-dock. They were removing a

good deal of copper and brass to Queen-street wharf. One day I came up on business and saw several persons there; I walked down on the wharf and saw a great deal of brass and metal being hauled into the warehouse. It seemed to me to be a shame to have sold it for old brass. There were a great many brass breech-screws all finished up, and brass caps for trunnions. I suppose it cost the Government at least forty cents a pound to finish them up. They were all good or looked good, and fit for use. On board of one of the boats I saw a good many new ingots of brass and pigs about three to five inches and probably sixteen inches long.

Q. Were the pieces you speak of new and unused?—A. Yes, sir; they did not look as if they had been used at all.

By Mr. HARRIS:

Q. What was that ingot brass worth at that time?—A. I am not an accurate judge, but I should suppose twenty cents a pound.

Q. Are you sure that it was worth in the market over seventeen and a half cents?—A. No, sir, I am not sure. We pay about twenty-three cents for it in the bar.

Q. You do not know, of course, that it was not legally and properly there?—A. No, sir, I do not.

Q. Nor did you know that it had not been sold by authority?—A. No, sir.

JOHN MCCAHAN sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am a teamster. I do the work of a sugar-house down town.

Q. Do you do teaming for a large establishment?—A. Yes, sir.

Q. Were you employed during the removal of the navy-yard, and, if so by whom?—A. I was; by Mr. McKay.

Q. Were you employed by anybody else?—A. We did something for Mr. Reynolds, also. I don't know exactly how it was between the two. Reynolds paid us for one part of the work and McKay paid us for the other.

Q. State what you did for which McKay paid you.—A. We removed a great part of the machinery in the yard. My teams were about the first that commenced the moving.

Q. The moving of the ship-houses?—A. No; the old boxes of shell, and things of that kind. That was the first contract of all; the ordnance department material.

Q. Who delivered to you the articles which you removed?—A. He had men there to deliver them.

Q. Did any officers of the Navy Department have charge?—A. I could not say that. I don't know how that was. There were a lot of men there who loaded the teams as they came in.

Q. Were you there?—A. I was there sometimes; but my foreman was there all the time.

Q. What was his name?—A. John Sheridan.

Q. When the teams were loaded, what did you do with the goods?—A. Took them down to the wharf and put them aboard the boats.

Q. Do you know where the boats went?—A. I could not say that; I did not see them go.

Q. Do you know from hearsay where they went?—A. Some went up the river and some went down below. There were some things hauled for Mr. Reynolds that went up to Queen street, I believe.

Q. I am speaking of the goods which McKay hired you to carry. Where did they go?—A. They went on boats to go down to the navy-yard.

Q. Do you know whether or not any of the goods which you transported for McKay were put on to transports which came up the river?—A. I could not say that.

Q. Have you any reason to suppose that they did?—A. I only have people's talk.

Q. Have you no information or knowledge yourself on that point?—A. No, sir; I cannot say that I have. I had my force of men there all the time, and I would go in through the yard, and may be stay about half an hour or so.

Q. Did you have any information from your foreman that that property did not go down to League Island?—A. Yes; he sometimes talked that way; but I don't know whether he can carry it out or not.

Q. You were paid by McKay for removing those goods?—A. Yes, sir.

Q. Did you help him when he moved the ship-houses?—A. No; I don't think he used hardly any teams at that.

Q. How many teams did you have employed there for McKay?—A. From four to eight generally. I also sent some others besides my own. At the commencement they seemed to want to give me all the hauling, but did not keep to that, and did not use them.

Q. Where is your place of business?—A. Between Front and Otsego streets, above Tasker; about two squares below the navy-yard.

Q. Have you a wharf?—A. No, sir; we have a yard, but it is not on the river.

Q. Have you any material belonging to McKay stored in your custody?—A. Yes, sir; I have some knees.

Q. How many?—A. His man says two hundred and fifty-nine; but we did not count them.

Q. Who carried those there?—A. We did.

Q. Where did you take them from?—A. Out of the navy-yard.

Q. Did he pay you for the removal?—A. Yes, sir.

Q. You are storing them for rent?—A. Yes. He was to remove them right away.

Q. What is the character of those knees?—A. They are oak knees.

Q. New or old?—A. They are old knees. They were taken out of a great pile 14 or 15 high in the yard.

Q. Were you present at the auction?—A. No, sir; I did not see them sold to him.

Q. Did you take any knees from any other pile than that?—A. Yes; there were other knees through the yard that were put alongside of them.

Q. When was that?—A. The day that they went on the last contract. He was then stopped a day or two after that. He stopped us all for a day or two, and got this other contract for clearing up the yard, and when he got that he went down one day, and one of the officers along with him, but I don't know who he was, and they talked something about these knees, and he turned round to me and says, "Well, put them up along with the others." I cannot say who the officer was. It was one of the men in the yard. I don't know what position he held.

Q. Were any of the knees transported by you down to League Island or put on board the barges?—A. No, sir.

Q. You had nothing to do with the transporting of the timber?—A. Yes, we helped. We only took it down to the boats; or, rather, to the rafts.

Q. Did you put any knees on the rafts?—A. No, sir; I think only a few.

Q. Did any go?—A. Not that I remember. I did not see any going.

Q. The timber was mainly carried down in rafts, was it?—A. Yes, principally. This other pile of knees was smaller than the ones in the large high lot.

Q. What became of the small pile of knees?—A. It was thrown alongside of the big pile, and then he set to and hauled up to Queen street. He hauled the lot up to Queen street first, and the ones that went to Queen street were mostly of those that were lying around loose.

Q. What were the knees that went down to your place?—A. They were some of them; but the greatest part was out of the pile.

Q. Do you know how many he hauled to Queen street?—A. I think there were 359 which we hauled altogether to Queen street and to the other place. His own clerk told me that there were 700 of the knees altogether. That is, what was hauled the first and last day.

Q. You hauled 250 down to your place and 100 over to the other place; is that what you mean?—A. I hauled more than that, I think. I think it was 359 we were paid for hauling.

Q. At 25 cents apiece?—A. Yes.

Q. Did you haul some by the day?—A. We hauled some by the day before that.

Q. Did you haul all that were taken by him out of the yard?—A. No, sir; he had some teams besides ours the first day.

Q. Do you know of any property being taken out of the yard without the authority of the officers of the yard?—A. I think the officers were standing there when they took out knees, many a time.

Q. Do you know whether anything was improperly taken out?—A. I cannot say, really.

Q. Did your men who carried things out of the yard have a pass?—A. No; sometimes they had. The last hauling they were doing, clearing up, I believe they took out loads without a pass.

Q. What was taken out then?—A. The force men told me they took out a load one evening.

Q. Do you know of your own knowledge of anything ever passing out of the yard when the teamster did not have a pass or some authority?—A. No, sir; we did not carry hardly anything out of the yard.

Q. What did you carry out of the yard?—A. I cannot say that.

Q. Can't you remember anything that you carried out?—A. No. There were parties carrying out wood that was refuse, sometimes.

Q. I mean anything that you were hired to carry out by McKay.—A. No, sir; I do not remember. He took mostly everything down the river. We hauled some charcoal down below to the island. We hauled it through the gate.

Q. Did you carry it and deliver it to League Island?—A. Yes, sir.

Q. Was there any charcoal taken out of the yard and carried to other places?—A. No, sir; I don't suppose that there was.

Q. Did you know of anything being stolen and carried out of the yard by your teams or your men?—A. No, sir.

Q. Or by McKay ordering it done?—A. I don't know anything about that.

Q. Do you know, of your own knowledge, of anything which was wrong?—A. Of course I did not like the way they did things always, being done in such a hurry, and half of it done at night, boats being sent in every direction.

Q. Did you work at night?—A. Yes, sir; several nights until 10 or 11 o'clock.

Q. What kind of goods were you removing then?—A. Iron, and such things as that.

Q. For McKay or Reynolds?—A. Some of the nights we were removing for both of them.

Q. Did you haul from the same place?—A. Yes, sir; near it. I don't know whether much at night.

Q. Were you there at all at night, so that you would know?—A. I was down there and saw them, but not so that I could tell. If a load went on I did not go to see what boat it went to.

Q. So that while your teams were busy carting iron you did not notice yourself what boat it went on?—A. No, sir; I did not take any trouble about that. I could not say as to that.

Q. This thing was done in great haste?—A. Yes, sir; and in great confusion.

Q. Did your foreman tell you that some or any of the barges loaded with the material for League Island were taken up the river?—A. Yes, sir; he did.

Q. What foreman was he?—A. Mr. Sheridan. He lives between Morris and Tasker on Front street.

Q. You say that Mr. McKay went around with an officer and saw the knees away from the pile and that afterward the knees were taken up and carried to the piles?—A. Yes; he turned round and told me to do that.

Q. How long was that after the auction-sale that they piled the knees?—A. I suspect may be two or three weeks. It was the last contract. It was about three days before January.

Q. Would you know that officer if you should see him?—A. No, sir.

Q. Did you hear them make any remarks?—A. No, sir; they were talking privately to themselves. They said something about the knees, as to what they would do with them, or something to that effect.

Q. Did they look at the knees?—A. Yes, sir; and the reason why they moved them there was that the knees were down near where the ship-house was, and they wanted to get in to haul this timber. The knees were rather in their way, and they moved them, and put them in there beside the others.

Q. And then when you moved the other pile you moved them with the original pile?—A. Yes, sir; I think so.

Q. Don't you know?—A. I know there were none of them left there. We took the last of them. This three hundred and something that we hauled were the last of the whole lot. We left none.

Q. Were those in the pile or outside?—A. The principal part were the ones in the pile.

Q. Were there any of those that laid around the pile that you hauled up?—A. Yes; I think there were some of them.

Q. Don't you know whether there were or not?—A. The other party was hauling the day before and they were pulling down a part of the pile, and I could not say, unless I had counted, exactly how many were pulled down.

Q. Do you know that those knees laying outside and around were not carried to the boat that went to League Island?—A. Yes; I am certain that they were not.

Q. Where did they go to?—A. To Queen-street wharf.

Q. Do you know Mr. Easby?—A. I don't know that I do.

Q. Was not he constructor in the yard having charge of the construction at that time?—A. I don't know that.

Q. Did you know any assistant constructor there?—A. No, sir; I don't know anything about the officers.

Q. Do you know Mr. Hartt, the constructor in the yard?—A. I don't believe I could point him out if I saw him; but I have seen him.

Q. Can you tell whether or not he was the man who was going around with Mr. McKay?—A. No, sir; I could not tell that. I did not pay much attention to it. When I saw the knees were put in alongside of the other ones I began to think.

Q. You say they were moving iron several nights?—A. Yes, sir.

Q. Were they moving iron in the night-time to the barges?—A. Yes, sir.

Q. To whose barges?—A. To Mr. McKay's.

Q. In McKay's barges do you include those going up the river and those going down?—A. We could not tell whether they went up or down. They might take them where they liked.

Q. In the night-time who directed the teams to carry their load?—A. Mr. Black was the man McKay had there conducting the thing.

Q. Did your teamsters tell you that some of the material that was not bought went to Mr. McKay's barges to go up the river in the night-time?—A. They said that. That was said by a number of people.

Q. Did your teamsters tell you so?—A. My foreman and another man that had teams in the yard as well as us told me that they saw iron in these houses taken up there.

Q. What was the name of one of these men?—A. James Gallagher.

Q. Was he your foreman?—A. No, sir; he was a teamster there. Sheridan is my foreman.

Q. Did any of your foremen tell you that material which should have gone down the river was put on the barges in the night-time that afterward went up the river?—A. They told me that they saw barges loaded with McKay's stuff and saw the same stuff up at the warehouse.

Q. We understand that perfectly well; but I ask you was there any stuff that should have gone down the river put on McKay's barges in the night-time to go up the river?—A. We could not tell where it was going in the night-time. I heard them say they were loading some of Reynolds's boats in the night-time as well as some of McKay's.

By Mr. HARRIS:

Q. Can you discriminate between the two?—A. No, sir; I could not; the boats were lying together and I was not there all the time. Sometimes they hauled stuff and emptied it right down and did not put it aboard at all.

By Mr. BURLEIGH:

Q. I ask you if your men told you that in the night-time they hauled stuff down that should go to League Island, and instead of putting it on the League Island boat it went on the boat that came up the river. Did they tell you anything of that kind?—A. They told me that they thought so; but yet I don't know whether they really knew it or not.

By Mr. HARRIS:

Q. Do you know of any barge going up or down the river in the night-time?—A. No, sir; I do not know anything about the river in the night.

Q. Would not you know whether the barges left the piers in the night-time, or whether they went down in the day-time?—A. I suspect they left in the night-time, but I could not swear to it.

Q. Do you suspect it of your own knowledge or because somebody told you?—A. I cannot know it because I did not see it.

By Mr. BURLEIGH:

Q. Did those men tell you that they saw barges leave there in the night-time?—A. No, sir; but that perhaps the next day they saw the same material up there. For instance, they might see new iron up there on Queen street.

Q. Did they say they saw new iron up at the Queen-street wharf that came from the navy-yard?—A. Yes, sir.

By Mr. HARRIS:

Q. Who told you that?—A. These men, Gallagher and Sheridan and Brady; they all had teams there.

By Mr. BURLEIGH:

Q. Do they live up there at the Queen-street wharf?—A. No, sir; they live down near our place.

Q. How happened they to go to Queen-street wharf?—A. My teams were hauling from the barges to the store-house. My foreman was up there often. They hauled first and put aboard of the barges cannon-balls, &c., and then they took it out there and hauled it into the warehouse. I saw piles of it up there myself.

Q. Did you see any new iron?—A. I would not like to say.

Q. Did you see any bar-iron up there?—A. Yes; I saw some.

Q. Did you pay attention enough to know what the quantity of bar-iron was, or about how much?—A. O, no; there was an immense quantity of bar-iron.

Q. Do you mean at Queen street?—A. I could not form any opinion about that. Things were so mixed and thrown about. They hauled at night up there; one night, I think, nearly the whole night, from the wharf to the store-house.

Q. For what reason?—A. I don't know that.

Q. Was there room on the wharf or did they lack room there?—A. It is a small wharf, of course. I could not tell the reason they did that. I think they had seven or eight teams one night.

By Mr. HARRIS:

Q. You say that you saw an immense quantity of bar-iron; where do you mean?—A. In the navy-yard.

Q. Did you carry large quantities of bar-iron to League Island?—A. Yes, sir; a great deal went aboard the boats.

Q. Do you mean that immense quantities went on board the boats?—A. Yes, sir.

Q. Which McKay paid you for?—A. Yes, sir.

By the CHAIRMAN:

Q. Did you see anything else that was wrong about the management of the navy-yard

there?—A. I don't know. I thought the whole thing was wrong, in fact; but of course was not the Government.

Q. Wherein was the whole thing wrong?—A. Everything was torn down, night and day, and lashing it about in such a hurry; things were not done with any system.

Q. Was it done loosely and recklessly?—A. Yes, sir.

Q. There was a good deal of property destroyed, was there not?—A. I should think so.

Q. During the workings there at night was there much light?—A. No, sir; there was not any light. My foreman complained to me that he was going to take the teams out of the yard altogether, as they ran into one another and they would not give them lamps. McKay told him that he could not get lamps because they were down on the island; he knew where they were, and saw them there, but McKay would not give him one.

Q. Do you know whether you or your foreman applied for lights?—A. I say he did apply. McKay told him that he had carried them down to the island; that he hadn't them, that they were not there. He then went to the place where they kept the lights and saw plenty of them; but the man would not give him any.

Q. What man was that?—A. He was one of the Government officials who had charge of the place.

Q. Who owned that warehouse at Queen-street wharf? Did it belong to Seyfert, McManus & Co?—A. I do not know whether it belonged to them or not. Their clerk was in it. He paid us for what work we did there. They call it a bonded house. I don't know whether it is or not.

Q. You said that you could not very well distinguish between Reynolds and McKay?—A. I kept a separate account of what was done for each. They paid us separately.

Q. They both paid you through Seyfert, McManus & Co.'s clerk, did they not?—A. No, sir; Reynolds did that; but McKay paid us through his own clerk or himself.

Q. Have you any knowledge or information that Reynolds or McKay were in partnership in any way?—A. Everybody said they were.

Q. Was that the general reputation?—A. Yes, sir; on the same night the two employed me.

Q. State if you have seen at any time any bar-iron on the barges at the navy-yard that was going up the river to Queen-street wharf?—A. I could not say that.

Q. Were you ever up at the Queen-street wharf?—A. Yes, sir.

Q. Did you see any bar-iron there?—A. Yes, sir.

Q. Was that a large or small quantity?—A. I could not say that. The bales were lying over and around it.

Q. Was your attention ever drawn to any copper?—A. No, sir; I could not say that it was.

Q. Has there been any copper stored with you?—A. No, sir.

Q. Anything else besides these knees?—A. No, sir.

Q. Do you know of any copper being stored anywhere?—A. No, sir; nothing but what I heard. I never saw any. There were men hauling copper; but we didn't do it.

Q. Who were the men hauling copper?—A. My foreman told me, after they cleared the place, that he saw two of McKay's clerks following teams loaded with what he understood to be copper boxed up; that he saw them following the teams to the place where they delivered it.

Q. Who was the foreman who told you that?—A. Mr. Sheridan.

Q. Do you know of any presents being made by Reynolds or McKay or anybody else to the employes of the Government?—A. No, sir.

Q. Do you know of any money, goods, or liquors being given by McKay to any of them?—A. No, sir.

PHILADELPHIA, *April 11, 1876.*

CHARLES E. WILLIAMS sworn and examined.

By Mr. HARRIS :

Question. Where do you reside?—Answer. In Philadelphia.

Q. Are you a contractor?—A. I have been at ship-building all my life.

Q. Have you been an employe of the navy-yard?—A. I tore up a monitor with Mr. Simpson.

Q. You have been an outside ship-builder?—A. Yes, sir.

Q. Did you make any effort to obtain contracts to remove any portion of the buildings or material in the Philadelphia navy-yard during the year 1875?—A. I put in an estimate to remove the ship-houses to League Island and erect them there.

Q. State on what invitation you made that estimate?—A. I made it to remove the ship-houses and transport them from there to League Island and erect them in the condition that they were at the time. All timber or material of any description that the inspector should condemn the Government was to furnish; and then for putting that part together would be extra.

Q. At whose invitation did you make that bid?—A. I made it to Mr. Steele and sent it to Mr. Hanscom.

Q. Was Mr. Steele an officer of the Navy?—A. He is one of the constructors. He told me that they were to be removed.

Q. Did he give you a letter or a form?—A. He told me about what there was to be done. I had no specification.

Q. Did you offer in writing to remove those ship-houses and erect them in as good condition as they were here?—A. Just as they were here.

Q. The Government finding all the additional timber that should be condemned?—A. Yes, sir; and I was to be paid extra for the labor upon that.

Q. What was your bid?—A. \$28,000.

Q. Have you a copy of that bid?—A. I have. It is as follows :

“PHILADELPHIA, August 10, 1875.

“SIR : I will remove and transport the two ship-houses at the Philadelphia navy-yard and erect the same in their present condition, at such places as may be designated at League Island, for the sum of \$28,000. Any timber, boards, or other material that may be condemned by the inspector as unfit to erect, the Government will furnish new material for ; the work of putting it together to be paid for by the day, the Government keeping an account of the time. It is expected that the usual facilities of the yard will be freely extended in pushing the work to rapid completion.

“Respectfully, &c.,

“CHARLES E. WILLIAMS.

“To Naval Constructor I. HANSCOM, U. S. N.,

“*Chief of Bureau of Construction and Repair, Washington, D. C.*”

I never got any specification, and I had to take it in that shape. I asked them if the foundation was fixed for them down there. I did not calculate to put the foundation for them at League Island. I understood that it was to be furnished for me and the place designated where to raise them ; but if the Government was satisfied to risk all the timber as it came out of the ship-houses I would put the same back. But some of the houses were built in 1835, and no man could tell how much timber there would be to furnish on them.

Q. Did you ever hear from that bid?—A. No, sir.

Q. How long before the contract was let do you think that was furnished?—A. I do not know that.

Q. Did you send it away immediately on its date?—A. I did. I never heard anything of it until I heard that Mr. McKay had the contract, and then they spoke about the price and said it was \$28,000. Afterward I heard it was \$35,000. I saw there was no chance for me to get anything, and I did not bother any more about it.

Q. Did you ever have any conversation with Mr. McKay about it?—A. I never spoke to him in my life. I have seen him down-stairs, and I have seen him in the navy-yard. Mr. Simpson and myself were in partnership when McKay bought the Antietam. That was the first time I ever saw him.

Q. You never have had, since that time, any conversation with him?—A. I never spoke to him in my life.

Q. Have you communicated with him by letter or otherwise?—A. No, sir.

Q. Has he ever written to you?—A. No, sir.

Q. Has there been in any way through any third person any communication with you from him?—A. Not in regard to the navy-yard.

Q. During the period of the removal of the navy-yard were you there frequently?—A. Not much.

Q. Did you see anything that was carried on there?—A. No, sir, not inside.

Q. Did you see anything outside?—A. I saw gun-carriages come up to a store-house on Penn street. I don't know by whose order. I have seen canal-boats go with iron and different material to Queen street, to the store-houses there, from the navy-yard.

Q. You did not know whether it was bought or sold or not, and know nothing about it?—A. No, sir; I don't know anything about it.

Q. Have you any knowledge of any irregularity, fraud, or mismanagement on the part of the officers of the Navy Department or any contractors for removing that property?—A. I have no personal knowledge.

Q. Have you any knowledge which the committee can reach or any information within the reach of the committee of any such act?—A. I don't know any more than I say. I don't know of anybody who could give information. I saw these boats and I judged that the stuff was not bought. We didn't know these knees were to be sold, and a good many men in our business didn't know it.

Q. Were you at the sale?—A. No, sir; they were not advertised to be sold.

Q. Have you looked over these knees since then?—A. I have seen part of them.

Q. What is the character of them?—A. Some are not good for anything, and some are.

Q. What proportion of them are good for nothing?—A. I suppose one-third of these at Queen street.

Q. Where are the others?—A. They are down below the navy-yard somewhere.

Q. Have you seen them?—A. No, sir.

Q. How many do you judge there are at Queen street?—A. I should judge in the neighborhood of five hundred.

Q. That would be pretty much all of them, would it not?—A. They told me that there were a good many more.

Q. Do you know that of your own knowledge?—A. No, sir.

Q. You say one-third of these are good for nothing. What would be the fair value of the other two-thirds, as compared with new knees?—A. Some of them are pretty hard and pretty old. I would have to go through them to state. They would be cheap enough at a dollar apiece as they stand.

Q. Would you take the whole lot through?—A. Yes; if I had a use for them. Some of them are worth \$10 apiece, if a man was building a new vessel to-day, and others are not worth anything. Keeping them on hand and not building anything they would be dear, of course.

Q. Have they the appearance of being refuse and remnants picked up and brought together miscellaneous?—A. No, sir; some are out of the iron-elad which they tore up; others have never been used. Some have come from the dock, and some have been piled in the yard just as they were bought from the Government.

Q. Would you consider old knees once used of any particular value?—A. Not if they have the fasteners in. If they had those big holes in nobody would allow them to be used for new work. They would do for a wharf or anything common.

Q. Have you seen any other property which McKay bought or is reported to have bought?—A. No, sir. I have seen these boats come up to Queen street, and saw the gun-carriages go up above; but what he bought, or Reynolds with him, I don't know.

Q. Do you know Seyfert, McManus & Co.?—A. No, sir; I know where their place is, but I have no acquaintance with them.

By Mr. JONES:

Q. I understand you to say that only a small portion of the knees that McKay had are up here at Queen street.—A. I understood that there are about as many more piled below the navy-yard, but I have not seen them.

Q. Who did you get that information from?—A. I think Mr. Simpson told me, if I remember right.

By Mr. BURLEIGH:

Q. Was Mr. Simpson a ship-builder?—A. Yes, sir.

By Mr. JONES:

Q. Of what character did he say these knees were?—A. I did not hear him say. I suppose they all ran alike. I know in the navy-yard there was a large pile of knees. As near as I can judge they were all of 20 feet high and, say, 50 feet long. They occupied, where they were piled, a place, say 40 feet square. I have seen it in the navy-yard before. Now, whether any of them went to League Island, I do not know, or whether they were all outside.

Q. How many in number would a pile of that kind make, on an estimate?—A. I judged that they had, taking what I saw in the ships and places around, all of eight hundred knees. I don't know how many were used in the Quinnebaug.

By Mr. HARRIS:

Q. Were you not informed that large numbers were carried to League Island?—A. No, sir.

Q. You have no information that large numbers of knees were carried to League Island during the removal?—A. No, sir.

By Mr. JONES:

Q. Do I understand you that by your bid you were to transport these ship-houses and furnish the barges and the tugs at your own expense?—A. That was my calculation; yes, sir. My calculation was to take the ship-houses down and deliver them to League Island, and erect them in the same condition that they are at present. Anything that was fit to erect I was to erect.

Q. Free of expense to the Government?—A. Yes, sir; but anything that they condemned was to be extra.

By Mr. BURLEIGH:

Q. Did you furnish good securities for the performance of your contract?—A. I would have had to. If I had got the contract I could have got it. Almost all the bids that are given out are given out in that way.

By Mr. JONES:

Q. You say that you saw these scows lying at Queen street. Do you know whether they

were brought over there from the navy-yard in the day or the night time?—A. I cannot say as to that; but I can give you information where you could ascertain in regard to that. Other people were there on the ground at all times, and would be better posted as to that than I am. Take Mr. Adam Simpson, ship-builder in the dry-dock. He has a dry-dock, and the property adjoining where this store-house is. He had to collect a great deal of wharfage from these boats, and knows about how many barges came and about what they had in. He is there on the wharf all the time.

Q. Do you know whether there was any lumher or material that was taken from the yard and delivered anywhere else with the exception of these knees that you spoke of, except to League Island?—A. I do not know of any being delivered elsewhere; but the father of this young man saw a raft come into Christian street, joining on their property, and informed the commodore of the yard, and it was removed, and then went to League Island. That was a raft of lumher. The old gentleman, Mr. James Simpson, went down to the commodore and informed him, and the commodore sent up and had that removed to League Island.

Q. Do you know what it was carried in there for?—A. No, sir; I don't know that. Mr. Simpson told me of this.

Q. Do you know of any instances of that kind in relation to any other material of any kind?—A. I don't know of any other.

By Mr. BURLEIGH:

Q. Do you know whether they didn't have to put in there on account of tide or wind?—A. When we go to start a raft we start it with the tide and go down, and if the tide is running down it is not likely that the raft will go up against the tide. They make the calculation beforehand. The slip is about four or five slips above. It must have started on the flood-tide to get there.

By Mr. HARRIS:

Q. Suppose they did start on flood-tide what would be the effect?—A. It would have come up the river instead of going down.

Q. Is Queen street above the navy-yard?—A. Yes, sir.

By Mr. JONES:

Q. Did you make any offer for the removal of any other material or buildings?—A. No, sir; I thought there was no use in making any offer at all. I was an outsider.

By the CHAIRMAN:

Q. Why did you think so?—A. Because I did not see that there was any chance for me to get anything. When I put in this bid I saw that I received no reply from it. For that reason I thought I was an outsider.

Q. Yours was the lowest bid according to your information, was it not?—A. According to what I heard from the parties it was the lowest bid. I first heard that McKay's was \$28,000; then afterward I heard that it was \$30,000. Mr. Simpson said that his was a low one. I don't know whether he told me correctly or not.

Q. You say that your attention was called to it by Mr. Steele, the navy-yard constructor?—A. They had the Shackamaxon, or the Nebraska, rather, to tear up. There was so much money offered to tear her up—\$5,000. He asked me if I wanted to go in for her. I told him not at those figures. He said the ship-houses would be removed and he did not know whether there was anybody after that hardly, yet, or who knew anything about it much. I did not see any specification. It might have been a week or ten days before I attended to it. I was waiting to see a person about it. I then made out my bid and sent it in.

Q. How did you obtain the information that yours was the lowest bid for the removal?—A. I heard what McKay was getting, and then I heard that mine was the lowest bid. There was no lower bid than mine.

Q. The knees which you speak of having seen were at the Queen-street warehouse?—A. They were.

Q. The other knees you understand to be below the navy-yard?—A. I understood that there were some stored below the navy-yard.

Q. With whom?—A. I do not know.

Q. Where does Mr. McCann live, at the Queen-street yard or below there?—A. I don't know that.

Q. State the name of the person with whom you understood they were deposited.—A. I don't know that.

Q. Have you any substantial reason in your mind for suspecting the property you saw in these barges of having been improperly removed from the yard? If so, state it to the committee.—A. The reason I thought that was, that a great deal more iron came up that way than I thought was honestly sold. I take it that the iron which came off the Nebraska came up there. I did not know whether the Government had sold that iron or not. I thought it ought to have gone down toward League Island, but I saw it landed on the wharf.

Q. Was it of a character or description or did it have any ear-marks about it by which you recognized it?—A. Yes, sir; this large iron was the braces that went in the iron-clad which they were building, and which they tore to pieces—7-inch-square pieces. I saw that on the

Queen-street wharf. I think it is lying there now. It was there two months ago. I don't know whether anybody bought it or not.

Q. Your judgment was that the quantity delivered at the Queen-street wharf was in excess of the quantity sold at the yard?—A. I say I don't know whether that was so, only I know it was Government iron; new iron, which was taken out of that ship. I don't know whether it was sold or not.

By Mr. HARRIS:

Q. New iron?—A. Iron taken from the ship. The ship had never been finished. They were large pieces, say about 15 or 16 feet long, and 7 inches square, lapped together for braces.

Q. It was old iron, then, was it not?—A. She was a new ship before that.

By Mr. BURLEIGH:

Q. Is she finished yet?—A. She was torn to pieces. The wood was in the navy-yard, sold or given away, and the Government was to retain the iron. That was my understanding of it; that they wanted to tear her up. As I say, I saw part of that iron upon this wharf.

Q. Would you be likely to know whether or not the Navy Department had sold or not sold the iron that came out of that ship?—A. No, sir; I would not be likely to know that. Mr. Cook generally sold all the iron, and he could give you more information than I could.

Q. You were asked what ground you had for suspecting that the iron which came up there came improperly, and you said you saw it there, and did not know whether it had been sold or not.—A. O, I could not say that.

Q. Do you know that it had not been sold?—A. No, sir.

By the CHAIRMAN:

Q. You recognized it as the iron which came from that vessel?—A. Yes, sir; and if it was sold I supposed it would have been an advertised sale. I never saw any advertisement of it. Whenever they make a sale in the yard they have a catalogue made up and advertise the sale, and of course then people go down.

Q. Do you know of any combination among bidders or contractors?—A. No, sir.

Q. Have you any knowledge or information of any present, gift, or reward of any kind being made by contractors to parties who were in the employment of the Government in any way?—A. No, sir.

PHILADELPHIA, *Saturday, April 8, 1876.*

WILLIAM H. SIMPSON, Sr., sworn and examined.

By the CHAIRMAN:

Question. State your name and residence.—Answer. My name is William H. Simpson. I reside at No. 249 Dickerson street, Philadelphia.

Q. Did you ever make a proposition for the removal of any part of the buildings connected with the recent navy-yard at Philadelphia; and, if so, what were the terms and conditions of that proposition?—A. I don't recollect the date exactly, but some time in the fall Mr. Randall sent me a letter addressed to him (Randall) from the Secretary of the Navy, asking if he had a friend whom he would like to have make a bid to take down, transport, and erect on League Island the two ship-houses at the Philadelphia navy-yard. The letter was accompanied with a set of specifications from the Navy Department.

Q. Did you thereupon make a bid?—A. Yes, sir. I received the letter and specifications Monday afternoon. The letter stated that the bid must be made before Thursday morning at 10 o'clock, and be forwarded to the Secretary's office or the chief of construction, Mr. Hanscom, at his office. My partner and myself went to the navy-yard, examined the buildings, and we made out an estimate of what it would be worth to remove them, the cost of transportation and everything, and erect them on League Island just as they stood here. We forwarded that to Washington on Wednesday morning.

Q. In time to have reached Washington City at the specified day?—A. Yes, sir; it left here before 10 o'clock on Wednesday. Wednesday afternoon about half past 8 o'clock I received at my house a dispatch from Mr. Hanscom, saying that the bids for the removal of these houses were under consideration at that time. He said, "Please send proposal for furnishing and replacing the broken and rotten timber." This was a consideration outside of the specification. I telegraphed to him that same night, and that was the last I heard of it.

Q. How much was your bid under the first proposal?—A. My bid was \$35,000. That was for the taking down, transporting, and erecting them at League Island at my own expense. I was to furnish all transportation. It was also for replacing and furnishing all broken and rotten timber, including glass. I think it was 6 cents per foot, board-measure.

Q. Were there any other terms or conditions to your contract?—A. No, sir; none other.

Q. If I understand you correctly, to the proposal as invited by the Secretary of the Navy,

or the specification under that, you submitted your own terms in strict response thereof, naming the sum at \$35,000?—A. Yes, sir; it was signed by myself and partner.

Q. Who was your partner?—A. His name was Thomas Leaming.

Q. And under your contract you were to furnish your own transportation?—A. Yes, sir; I was to furnish scows and whatever means I required to take these things from the Philadelphia navy-yard to League Island, and there to erect the houses as they stood at the yard. They were not put up, however, in that way afterward.

Q. Who obtained that contract?—A. Mr. Nathaniel McKay.

Q. Do you know from any quarter what sum he was to receive for that?—A. No, sir, I do not.

Q. Do you know whether he furnished his own transportation?—A. I know that he did not. The Government lighters were used, and as far as I could observe—and I was there several times myself to see how things were moved—Government men were used to transport them. Whether they were under his pay or under the pay of the Government is a matter that I do not know anything about. He had the boatswain of the yard, Mr. John Briscoe, superintending all his transportation there. I was informed also that a Government tug towed the lighters, but I did not see that myself. I know that he had Government lighters.

Q. Was your attention ever called to the buildings erected at League Island?—A. Yes, sir; he himself told me that he had just received orders from Washington to reduce the frigate-house; to cut it off two stories. It is only about two stories high. I met him one morning in the car, and he pulled out a long envelope and showed me his orders. He did not read them to me, but showed me the substance of them.

Q. Were they in any other respects short of what were named in the specification to you?—A. That I do not know, because I could not be at League Island and here too. I know that the frigate-house stands there just a shed; razed. The ship-house is erected to the full height.

Q. Your attention having been invited to them after by Mr. Randall, through the Secretary of the Navy, and you having made a proposal, and your attention having been called to the building since, and the mode and manner of the execution of the contract by Mr. McKay, state what you would have done that amount of work for with the advantages secured by him, and one of the buildings put up as you know it to be?

WITNESS. Do you mean taking out the transportation and reducing the size of the frigate-house, &c.?

The CHAIRMAN. Yes, sir.

A. I think I would have saved money at \$10,000 less.

Q. In other words, it would have been a better contract to you at \$25,000 than your proposition of \$35,000?—A. Yes, sir.

Q. Was your attention ever called to the mode and manner in which the property was received?—A. O, yes,

Q. Was it done with care and prudence?—No, sir, it was not.

Q. Was any injury or damage done to the Government in its removal?—A. Well, I should say that there was. My specification called for me to take the building down so that it could be put back just as it stood. That was a matter of impossibility. It left the turning out, because it was impossible to take it off and save it and put it back again. That was left out; but the way I understand the specification, I was to remove the boards and everything from the side and the roof, so that they could be used again in erecting the building. There was some rotten and broken timber and lumber I saw in the building, but it was impossible for me to make an estimate of them until I saw them on the ground. I knew that they were broken, although they were standing up there. That was owing to the heavy weights that had been lifted in the house. Others had been rotted off. I do not know how much of it they had to renew, but I suppose there was considerable.

Q. Was your attention called to any other act of the parties in the removal of the property or in the arrangement of that affair?—A. I do not know of anything of my own knowledge. I know a great deal from hearsay, having been close to the yard.

Q. Was any of that property removed at night-time?—A. Yes; plenty of it.

Q. Was there any confusion in moving it?—A. Plenty of confusion. I don't know from my own knowledge of anything, however, outside of what I have stated.

Q. Have you the letter of the Secretary of the Navy, and the letter of Mr. Randall?—A. No, sir; I returned that and the specification to Mr. Randall.

Q. From that correspondence did you understand that Mr. Randall was to designate his friend?—A. Certainly; it spoke in that way. It says, "If you have a friend whom you would like to give an estimate, hand this specification to him, and tell him to forward proposals to this office not later than Thursday morning." That is the way the letter read, word for word.

Q. Do you know whether that was done in any other instance than in your own case?—A. I do not. I thought I had a safe thing of it, and I thought I was all alone, and when I got the chief's telegram, at half past eight at night, it cost me seven dollars to answer it, and I thought then I had a safer thing. I thought the morrow would bring the contract to me, certain; but I was not in Washington, and McKay was.

Q. Were you ever approached by any one to take an interest in the contract, or to be bought out?—A. No, sir; I was entirely outside of everybody else. I don't think anybody knew that I was a bidder for it at all. From the way I received the specification and the letter, I don't think a soul knew anything about it, unless it was the party who brought it to me; nobody, except Mr. Randall, and the attaches of his office here in Walnut street; I suppose they knew all about it, but from a subsequent turn of affairs I thought I was only a cat's-paw.

Q. What made you think so?—A. Several times I was around the navy-yard, and was requested to make bids for different things. They all went the same way. I was only given the figures for somebody else to work by. That is the conclusion I came to; I may have been wrong.

Q. Who else, beside Mr. McKay, obtained contracts for the removal of anything?—A. I do not know of any one. This one-armed man, Reynolds, was mixed up in it somehow.

Q. Is Reynolds not a partner of, or interested with, McKay, in these contracts?—A. I could not say that; I do not know.

Q. Is not that the general reputation?—A. That was the supposition; I do not know the fact.

Q. I mean, when I say the general reputation, among parties who were dealing with him, and the general public; did they so understand it?—A. They understood it. Parties who did the hauling and everything else in the other contracts, understood Reynolds and him to be together, but I do not think Reynolds was with him in the removal of the ship-house. I think he was in the other contracts, the removal of engineer supplies, stores, and all that sort of thing. Reynolds and he worked together in buying, I know, at the sales, but whether they were interested in contracts or not, I cannot say.

Q. You live near the Philadelphia navy-yard?—A. Yes, sir; I live close to there, and was a very close observer. I made it my business to be in there every day or two.

Q. Suppose instead of thirty or sixty days being allowed to the contractors to have removed that property and put it up at League Island there had been four or six months allowed and regular open advertisements made, would the Government have been benefited by such an operation?—A. I think it would.

Q. Largely, in your opinion?—A. Yes; I think they would have saved hundreds and thousands of dollars in the removal alone. He had plenty of time to remove the houses, so far as they were concerned. There need not have been any destruction at all of them, but when it came to getting out, so as to give possession to the Pennsylvania railroad at a certain day, these things were destroyed. You have only to go and look for yourself. You can see it there to-day.

Q. A good deal of property on the yard—for instance, the destruction of a house or tearing it to pieces being incomplete, the shears in the yards and docks, and other things termed fixtures were not removed, and they are there now as the property of the purchaser, are they not?—A. Yes, of the Pennsylvania Railroad. There are two large pairs of shears there. One of them is not of much account, but the other is very good.

Q. What amount of property of that character claimed as fixtures has the Pennsylvania Railroad obtained?—A. There was nothing much—only walls. The first story was left standing of nearly all the buildings. There were only two brick buildings removed entirely. The rest of them were just thrown down on one side to the first story, and on the other side to the second story. On the Prime-street front all the store-houses are left up, and the second-story shutters are hanging there, but on the side next to the navy-yard they are thrown down to first story.

Q. Was your attention ever brought to the sale of condemned material and stores at that navy-yard?—A. No, sir; I never was at a sale there.

Q. Do you know anything about the formation of rings to become purchasers of property sold?—A. Yes, sir; but only from hearsay. I know that it is an old custom around here. It was done thirty years ago.

Q. Do you know of any instance in which parties who belonged to the navy-yard, or were in the employ of the navy-yard, were in such rings?—A. No, sir.

Q. Do you know from Mr. McKay or any other person by what manner of means he secured his contract for the removal of the buildings at this navy-yard?—A. No, sir; without it was through the very same channel that I received my specification. I do not know any other. He had more business in the office of Mr. Randall than anybody I ever heard of. He was there frequently.

Q. Do you know, from your own knowledge or information derived from any quarter, that Mr. McKay saw the bids or proposals made by others?—A. I do not, positively. I have my own ideas of that. I think he was there and examined them all. Mr. Purves, who had business at Washington, one day went into the Secretary's office, and while he was there McKay came in. He planted himself down, threw his feet upon the table, and sat there so that Purves could not transact his business, and left. He went over to Chief Hanscom's office, and had hardly got in there before McKay came in again, and I suppose if he did it with him he would do it with me. Purves was there after something, and McKay was there at the same time, and he followed Purves all around.

Q. Is Purves a resident of this city?—A. Yes, sir; he is in the junk business—Purves & Son, corner of Water and South streets. Charles, the son, is the man I spoke of.

Q. Have you any knowledge or information of any fraud or abuse connected with the naval service in any way?—A. Not positively.

Q. Have you any information, the sources of which are available to this committee?—A. As I said before, only from hearsay. A transaction occurred last summer in which McKay was mixed up, before the removal of the navy-yard was talked of. I keep a lumber-yard along with my other business, and I furnished a lot of such-and-a-half spruce to make boxes that were made outside of the navy-yard, and carted in there early in the morning to pack something in, I don't know what. It was done in the gunner's department, wherever it was.

Q. When you say early in the morning, you mean before regular office-hours?—A. I mean before 8 o'clock in the morning, before the navy-yard bell rings. My wagon used to take them in. They were made in a little street close by where I live, in a yard, by a couple of men who were at work in the gun-carriage shop. They were not made for Mr. McKay, directly or indirectly. They made them for the gunner of the yard, Mr. Joseph Smith, and I sold the lumber to make them and received my pay from him.

Q. What connection did McKay have with it?—A. That I don't know, except from Smith. Smith told me that the articles to be packed in them were for Mr. McKay. They were to be shipped away for him. He did not tell me what articles they were.

Q. Where is Mr. Joseph Smith now?—A. I don't know whether he is on League Island, or whether they have sent him to sea. His residence was on the north side of Dickerson street, one door from Fifth, at that time. All I did was to furnish the lumber and my wagon took it to the yard.

Q. Do you not know where they were shipped to?—A. I cannot say after they were taken to the navy-yard. In fact I did not see the boxes at all. I know that I was well paid for my lumber, and was paid as soon as I could furnish it.

Q. Were you ever employed in the navy-yard yourself?—A. Yes, but not within the last five or six years. I broke up a monitor for outsiders last September a year ago.

Q. For whom?—A. For C. E. Pennock & Co., through A. Boyd. Boyd is one of the firm at Coatsville. The monitor was named the Suncook.

Q. Do you know the terms upon which Pennock & Co. had the contract for breaking her up?—A. Boyd told me six dollars a ton was the sum they agreed to pay him.

Q. What became of the iron taken from her?—A. It was shipped to C. E. Pennock & Co., at Coatsville, over the Reading Railroad. I shipped most of it myself.

Q. Do you know who composed the firm of Pennock & Co.?—A. No, sir. Boyd is one of the firm. I don't know any others. I used to sign for them when the iron was shipped from the yard, and when it was shipped after we took it away from the yard I used to sign C. E. Pennock & Co. so many tons of iron from the United States Government. I had to sign all the receipts.

Q. You understood from Mr. Boyd that he received from the Government six dollars a ton?—A. Yes, sir; and he gave me that, and then I was to be paid for extra services as watchmen. We were obliged to take it away from the navy-yard, and they had to hire watchman and wharfmen and all that. They owe me \$1,800 now; that is, I fell short \$1,800 in the contract.

Q. Who weighed the iron from that vessel?—A. The navy-yard clerks.

Q. Do you remember their names?—A. The first one that weighed it was Francis DuBois, also George Seaman. He was clerk and confidential or private secretary to Mr. R. W. Steele, then assistant naval constructor and now naval constructor; afterward Joseph Mutch weighed it.

Q. Where was the advantage to Mr. Pennock in that trade?—A. I cannot say as to that. They told me that he got two tons of old for one of new. He was to furnish new iron for the old—two for one. That is what Boyd told me. He was also to have the six dollars a ton for breaking it up, which he gave me. He did not want to make anything off of my labor. He was willing to give me all the Government gave him.

Q. He and you both then were paid on the report of weight made by those clerks?—A. Yes, sir; we were paid six dollars a ton. I had a partner in the matter named C. E. Williams. We were paid by the ton delivered according to its weight, because we had no other way of coming at it. We did not weigh it ourselves.

Q. How did you happen to run short \$1,800?—A. It cost me more to break her up than I got. The number of tons of iron did not amount to the labor that I expended on them; the money that we paid out.

Q. Supposing the clerk committed errors by furnishing light weight?—A. That I could not get at at all. I built one of them, and I always understood that there was about eight hundred tons of iron in them, but this one did not come to that. None of them did. I believe we furnished the most iron as far as I can understand. We turned more off ourselves than any of the rest of them did, but still we fell short.

Q. Do you know how much you fell short of the 800 tons?—A. I think we got out very nearly seven hundred tons of iron. Williams has all the weight. I did not keep that. I built one of them, however, in a contract, over the river. That was the Kaoka, and that is the reason I made my estimate of the 800 tons of iron for the breaking of her up, or else I would not have touched her. The Kaoka was afterward broken up at Wilmington.

Q. Do you know of any other fact material to this investigation?—A. No, sir; I do not of my own personal knowledge. I did put in a proposal for breaking up these three large monitors after the parties had removed the machinery, the Terror, Miantonomoh, and Tonawanda. That was through the solicitation of Mr. Steele. He asked me to make an estimate of what I would take these old hulls and break them up for, stripping the copper from them and returning everything to the Government—break them up clear and clean after they were done with the machinery. Mr. Cramp took the Terror, Mr. Roach took the Miantonomoh, and Harland & Hollingsworth the Tonawanda. We gave an estimate for \$10,000 apiece, or \$13,000 including the dockage.

Q. You didn't get the contract?—A. No, sir; they never left the places where they took the machinery out until they took them on the shop somewhere. One of them was sold and burned up the river somewhere—perhaps fifteen or twenty miles up the river. Cramp's was sold up there.

Q. State if you know anything about the purchase by Mr. McKay of some ship-knees at the Philadelphia navy-yard, and all you know about that.—A. There were six piles, and I think there were about thirty in a pile; or about one hundred and eighty knees altogether. I counted them, or tried to count them, after the sale, with the view to the making a place to store them. I understood afterward that he got between five hundred and six hundred knees out of them by picking up others around the yard and hauling them to his pile. Mr. William McCahan did a great deal of the hauling. He has a lot of those knees on storage now. He also had some gun-carriages and slides. There were eight very large gun-carriages and slides. He asked me about storing them, and whether I could put them under cover, and whether I would be responsible for the brass that was in them, and all that. I told him if he made the thing an object so that I could employ a watchman, I would be responsible; but they were afterward stored with the Pennsylvania Warehouse Company, and I think they are there yet.

Q. As I understood, Mr. McKay had become the purchaser of the knees?—A. I knew he bought six piles. They were right in the center of the yard, away from everything else. There were no knees near that pile, but the pile accumulated and increased in size. I think when they were through hauling they had five or six hundred of them, old and new. A lot of old knees taken out of the Nebraska, that they broke up there, were also put in his pile. Mr. McCahan hauls for his brother at the sugar-house corner of Otsego and Morris streets. McCahan had all to do with these things, and has a lot of them in his possession now. He hauled the gun-carriages also, and put them in this warehouse at Lombard street.

PHILADELPHIA, April 12, 1876.

JOHN SHERIDAN sworn and examined.

By Mr. BURLEIGH:

Question. What were you doing at the navy-yard at the time they were moving the iron and material therefrom last year?—Answer. I was foreman for McCann, to see that his teams should be used rightly, and see that the drivers stole nothing.

Q. What did the teams do?—A. They hauled iron, furniture, clocks, and different kinds of material, metal, copper, &c. Some of them to the north wharf, and some to the south wharf.

Q. From where?—A. Some of it came from the cellars. I could not say whether it was the ordnance department, or whether it was bought. Some of it was composition. Reynolds said, one morning, that he wanted some teams. I sent him a couple. Wm. B. Hamilton and James O'Brien had teams there hauling the composition, and I understood it ought to have been weighed. I took down three loads in succession to the south wharf, to the bulkhead. There was an old man who was engaged as watchman on this composition. He lived in Smoky-Hollow. The composition was composed of brass scales. There might have been some copper.

Q. Do you know whether that was weighed in the yard?—A. I thought the empty wagons should be weighed, and when the load was put on it ought to have been weighed.

Q. Do you know that the composition was not weighed in the pile?—A. I don't know that. After I hauled two loads, I was going up after the third load, and the weigh-master asked me if it had been weighed. I told him it had not. Reynolds's clerk had not told me to get it weighed. He told me that I should go on the scales and get it weighed. I did so.

Q. How many loads had you delivered on the wharf before you got weighed?—A. Three loads that were not weighed.

Q. How many loads did you haul that were weighed?—A. One load; that was the fourth load.

Q. Where did you put that fourth load?—A. In the same pile.

Q. Did you dump it on top of what was weighed?—A. Yes, sir; Mr. Reynolds's men unloaded the wagon. James Brown told me that he had no iron weighed while he was hauling it.

Q. Where were the scales at that time?—A. They might have been one hundred and fifty yards from where it was loaded up.

Q. They were in the yard?—A. Yes, sir; right opposite where I was loading.

Q. Who had charge of that composition at that time?—A. I do not know their names.

Q. Did you see any officers of the Government?—A. Yes, sir; I saw several of them.

Q. Did any of them have charge of the copper, to tell you what to do with it?—A. I could not tell except this one man that I saw by the scales, and at different times where the composition was being loaded.

Q. Was this man there when you loaded?—A. Yes, sir; I saw him about the pile when I was loading.

Q. Was he there when you loaded the carts that you did not weigh?—A. No, sir; I met him at the scales coming up. I saw him pass by several times through the yard, and he saw me hauling.

Q. Who told you to haul this copper to the wharf without being weighed?—A. Reynolds's clerk told me to haul this stuff down to the south wharf. I asked him after this occurred, and after I had been weighed, "Shall I go on the scales, and get weighed with this load?" That, I think, was the fifth load that I had hauled. He said, "No; just go down without being weighed; go right down to the south wharf."

Q. Did you do so?—A. I did.

Q. Did any officer say anything to you, or ask you if it was weighed?—A. No, sir.

Q. Did you haul any more loads of composition after that?—A. No, sir; I gave up the team to another man.

Q. You are sure you hauled five loads of composition, and that you weighed but one load out of the five?—A. Yes, sir; and the fifth load I was told to take down to the wharf; that it made no difference about weighing it.

Q. Was that in the night-time?—A. No, sir; in the broad daylight.

Q. Were you there in the night-time when they were removing iron?—A. Yes, sir.

Q. Where did you take the iron from that they removed?—A. McKay had me stationed on the north wharf. He had some contract with McCann that I should take charge of the north wharf and boss the teams for him at night, and keep the men to their work.

Q. You were not then at the pile of iron that they were loading the teams with?—A. I was at different times in the night.

Q. What kind of iron did they take from the pile?—A. Some long bar-iron, and some not so long.

Q. Did they haul all that to one scow?—A. No, sir; some of it went down to the south wharf. I saw three or four teams of Reynolds's that came there to haul it, and they hauled it to the south wharf.

Q. When they dumped it on the south wharf, whose barges took it from there?—A. I cannot tell; I saw canal-boats and scows there.

Q. But these were Reynolds's teams that went to the south wharf?—A. Yes, sir.

Q. Where did your teams go?—A. To the north wharf; what was supposed to be to the Government barges. Our teams, in the night-time also, hauled loads down to the south wharf—at least the drivers say so—to what was supposed to be Reynolds's boat.

Q. Did they tell you they also drove their teams the same night to the Government boat?—A. Yes, sir.

Q. Did you see any iron loaded on your teams at that time?—A. I saw them load iron on Reynolds's teams at the new iron-shed—the shed where the new bar-iron is.

Q. Was that new bar-iron?—A. It looked like it. It was not rusty very much. Some of it might have been a little rusty.

Q. Do you know whether or not any of that iron was hauled to the Government boat; I mean any out of that same pile?—A. Yes; I was at the north wharf where the Government boat was supposed to be loading, and I saw the iron taken out of the same shed that Reynolds was hauling from. It was supposed to be the same kind of bar-iron.

Q. What was the difference in the iron hauling to the Government boats and that hauling to Reynolds's boats?—A. Sometimes there was a difference. Reynolds hauled old junk.

Q. I mean, what was the difference in the iron taken from the shed, some of which went to the Government boats and some to Reynolds's boats?—A. I cannot tell you that; where they were loading up Reynolds's teams it appeared to me to be bar-iron. I saw a man put bar-iron in his wagon.

Q. Did you see them at the same time putting this same kind of bar-iron on the Government wagons?—A. Yes; the same kind of iron. Reynolds's wagon was backed in at one door, and the Government wagon backed in at another door. There were two gangs working, and they took them out of the same pile. They were piled up on long shelves.

Q. One team would load from those shelves for the Government, and the other for Reynolds out of that same shelf?—A. If two of Reynolds's teams came in they would load them up, and if the Government teams would come in they would back to the same door, and they would give them the same iron out of the same pile.

Q. Are you sure of that?—A. I am.

Q. Did you or not notice any difference in the iron taken by Reynolds's and by the Government teams at that time?—A. No, sir; there might have been some long and some short.

Q. If there had been any difference you would have noticed it?—A. I should; I did not stay there very long. Reynolds's teams would come to the same doors that the Government teams had just backed out of.

Q. Were there any officers of the Government there at that time?—A. They were supposed to be there. I do not know them very well, though.

Q. Did the Government officials have anything to say in regard to what iron should go to Reynolds's boats, and what to the Government boats?—A. I never heard one make a remark as to where it should go.

Q. Who superintended the loading of those teams?—A. Different men; a man superintending to-day might leave to-morrow. Those were men hired by McKay.

Q. Was McKay there himself?—A. A man named Morrissey had charge of the iron the night I am speaking about, and I think he left the next day. They commenced to abuse him. I think it was a drunken book-keeper of McKay's commenced abusing Morrissey because he did not keep the teams going faster, or load them heavier.

Q. Are you sure that McKay or his men, in loading up these teams, were not acting under the directions of a Government officer?—A. I do not know under what directions they acted, but I know that when McKay came into the yard it was all McKay. Every one jumped around then, the officials and all. The gunner, Smith, employed me to do some hauling for the ordnance department. I presented the bill to him, and he said, "I will be damned. McKay must pay for this."

Q. You say iron was hauled to the south wharf?—A. I could not say whether it was Government property. It was supposed to be theirs.

Q. And you say that Reynolds was hauling to the bulk-head?—A. Reynolds's boats generally came in at the bulk-head.

Q. The material that you dumped at south wharf was put aboard the Government boats from that place, was it not?—A. I cannot tell you that.

Q. Was the material that was put on at the bulk-head put on Reynolds's boats or the Government boats?—A. The composition was put aboard of what was supposed to be Reynolds's boats, and taken up to Queen street and unloaded there.

Q. And the iron?—A. The iron also.

Q. Was that which was hauled to the bulk-head put aboard Reynolds's boats?—A. That was the supposition.

Q. Did you see them loading it?—A. Yes, sir.

Q. Did you see the men loading from the south wharf into the Government boats to go to League Island?—A. Yes, sir; several times. At different times the boats came into the south wharf for League Island. That was supposed to be the Government boats.

Q. What else did you haul from or about the navy-yard except iron or composition?—A. I never hauled any copper.

Q. Did you haul any timber?—A. Yes, sir; we hauled it down to what was supposed to be a Government barge or boat. It was live-oak, &c.

Q. Did you haul any timber for any one to take in any other direction?—A. We hauled knees.

Q. Did you haul any timber in any other direction than toward the Government barges to be loaded thereon; I mean in the yard?—A. No, sir.

Q. Did you haul any timber out of the yard?—A. No, sir; only what loads of wood we fetched out for McKay's clerks, book-keeper, or whatever they may be. A man who worked for Reynolds got me to send one of our drivers to haul a load of wood up to his house, and he said that he would pay for hauling it. It was old wood, I supposed, gathered up from the yard.

Q. You did not go to any wood-pile to get it?—A. No, sir; there was only one load. He said that he had a pass to take it.

Q. Did you see the pass?—A. I did not.

Q. Did the watchman at the gate demand the pass?—A. I do not know that. I did not drive that load myself.

Q. You have spoken of knees; what were they?—A. I saw a pile in the yard, and I saw it increased.

Q. Did you see anybody increasing it?—A. I heard that it was the order of McKay to gather all the knees in the yard and throw them at the foot of that pile.

Q. Did you see McKay's men carrying knees to that pile?—A. No, sir.

Q. Did you see any teams hauling knees to that pile?—A. I did not.

Q. You say that the pile increased?—A. Yes, sir.

Q. You know that?—A. Yes, sir; I am positive of that.

Q. How much did it increase?—A. There might have been two hundred and fifty or three hundred knees around of increase. The whole pile consisted of about seven hundred knees. We hauled three hundred and nine of those knees from the yard.

Q. Who for?—A. For McKay.

Q. Where did you haul them to?—A. Some of them to Queen street and some of them to our own stable-yard. There are one hundred and fifty-nine there yet.

Q. And the balance you hauled up to Queen street?—A. Yes, sir.

Q. Who hauled the rest of those knees?—A. Mr. McCann's teams hauled some of them.

Gallagher's teams hauled some of them, I suppose. They were teams McKay had employed every day in the navy-yard.

Q. Did you ever haul anything outside of the yard except wood?—A. No, sir.

Q. Did your teams ever haul anything outside of the yard except wood?—A. Not that I know of.

Q. Did you see teams loading up with copper or iron?—A. One of our teams hauled out two hydraulic jacks. This was the last day at the navy-yard, when we finished. This was by order of Mr. Black, McKay's foreman; so the driver, Samuel Bolton, told me. I asked him what was his load, and he commenced a stumbling. He says that he had a load of junk and two hydraulic jacks. I asked him who he was hauling for. He said he was hauling for John McCall. McCall was a man who kept a junk-shop in Front street, below Tasker. I said to Bolton, "Don't you know that you were doing wrong?" He said, "No." John McCall told him to wait there. It was the orders of Black. John McCall gave him the orders, he said. I asked him if he did not know what the jacks were worth. He said, "I do not know anything about that. I did not know what they had in the wagon." I was lighting my pipe in the shop, and he told me this was for McKay, and it was Black's orders "to load it up." Bolton said, "I got scared." He said that the load was for McKay. I asked him how he got out. He said the old detective let him out at the gate.

Q. Who was he?—A. I think his name was Mellick. John McCall, he said, told this man that the load was for McKay. My man told me that when he went out of the yard he did not let him go direct from the yard, but turned up Washington avenue and down Second, and to McCall's cellar with the stuff. I saw John Briscoe flying around there with McKay. He was the boatswain of the yard. He was helping McKay pull ropes and hoist away, and boss men. I saw McKay and him at supper. I should think that he was a Government official, and had no right to run in and pull ropes and hoist on machinery like that.

Q. If you had known that the Government had sold Reynolds all the iron that they did not want for immediate use, and the balance was to be removed to League Island, would you have mistrusted anything wrong?—A. I would. Reynolds's men went about more like thieves—Kenney, and two or three more of them—than anything else. I always suspected that there was something wrong, and the winding up was the chief thing that made me suspect it. If they met a tire of a wheelbarrow, or a wheelbarrow with a wheel in it, and thought it was in their way, they would knock the tire off, or anything that they could. I saw the book-keeper or the time-keeper for Reynolds take either a wheelbarrow or a push-car lying there, and hit a few raps with a hammer to see if he could knock the tire off. It was lying at the blacksmith-shop.

Q. Did he succeed?—A. No, sir; he hit it a few raps, and I heard him say that it was no use. He made that remark to Kenney.

Q. Were the wheels good for anything?—A. No, sir; the spokes were not very good. I heard people say that they saw fire-buckets on Reynolds's boats. I think it was James O'Brien, although I am not positive.

Q. Was any timber that you saw there put in the water?—A. Yes, sir, it was put in rafts.

Q. Who had charge of those rafts?—A. McKay had so many foremen, I don't know who had charge of it.

Q. Did McKay's men take the timber as you hauled it, and raft it?—A. Yes, sir.

Q. Did you see any of that timber go away from the yard, in either direction?—A. No, sir.

By the CHAIRMAN:

Q. There was a great deal of hurry and confusion in the removal of the property, was there not?—A. Yes, sir; there was, indeed.

Q. Do you know the fact, if it was so, of the absence of the officers of the yard in controlling the removal of the property, particularly in the construction department?—A. I saw officers about there. It seems that McKay could control them all.

PHILADELPHIA, April 11, 1876.

ADAM SIMPSON sworn and examined.

By the CHAIRMAN:

Question. You reside or do business near a place called Queen-street wharf, do you not?—Answer. I do; adjoining the property at Queen street.

Q. State if at any time you have seen any irregularity, or impropriety, or illegality in the removal of any property of the Government from the navy-yard?—A. At the time of the removal of the material in the yard, I saw either thirteen or fifteen pieces of white-oak timber hauled into our dock, and there made fast. My impression was that it was stolen from the Philadelphia navy-yard, because I had seen the same kind of timber in the yard,

and was under the impression if it was sold that I should certainly have a chance to bid on it. I then made up my mind that no stolen property from the navy-yard should be within our limits or in our vicinity. I sent a note down to the commodore of the navy-yard stating that this timber was right under our noses, and I had every reason to believe it was stolen, and, therefore, I would like him to send somebody to take it away, as we did not harbor any stolen goods. Those are pretty nearly the words that I used. I then received a note from the commodore of the yard, returning his sincere thanks to me for giving him that information. He sent a tug-boat and some men, and removed it.

I will now state what little I know in reference to the sale of the knees. There was a sale in the yard of scrap-iron and refuse stuff that was of no account. I looked at the advertisement and found that there was no timber named in it, and, therefore, did not go near it. Immediately after the sale I was informed that there had been a very large lot of ships' knees sold. I heard of the price they were sold at, and it astonished me so greatly that I spoke to my father, suggesting that we go down and see what they looked like. I took it for granted that they were worth more than that for fire-wood, let alone ship purposes. We examined the knees and went all around the pile, and found some very good and some very poor. To my utter astonishment, in eight or ten days afterward, I had occasion to go down in the yard, and found that the pile had increased considerably. I asked one of the teamsters, who was hauling stuff down to the barges, &c., how the pile of knees had increased. He said, "we have been gathering the knees up all around the yard by McKay's orders, putting them in the pile."

Q. The fact was that you saw the pile of knees directly after the sale, and subsequently, within a few days, you saw them again. In that time the pile had increased?—A. Yes, sir.

Q. Largely increased?—A. Very largely.

Q. At the time you first saw them, how many knees do you suppose there were?—A. I should suppose there must have been 500 in the pile. That is a guess, of course. Judging as an expert, I should say about that number.

Q. When you saw them again, what is your estimate?—A. I candidly think that that pile had increased 200, from those gathered up around the yard.

Q. You say that you had looked over the catalogue or advertisement, and saw no mention made of the knees and other timber?—A. The foreman told me in the yard, after I made inquiries there, that McKay had these knees sprung on the tail end, or bottom, of the catalogue. I am positive that they were not advertised. If they had been I should certainly have attended the sale.

Q. Are you a ship-carpenter?—A. I am.

Q. Do you know the value of knees?—A. I do.

Q. Have you a good opinion of what a good knee is when you see it?—A. I think so.

Q. Now as to this additional number of knees that were placed there, from your inspection of them can you say whether they were a valuable increase or not?—A. They were a valuable increase.

Q. Have you any idea when that lot of white-oak timber of which you have spoken was brought to your dock—whether in the night-time or the day-time?—A. I think it was brought there between the hours of 12 and 1 o'clock, when everybody was at dinner. It was scarcely made fast when I discovered it.

Q. Could it have been brought up there by the flow of the tide, or the reflow?—A. No, sir; it never could have been got there by the tide. It was impossible for it to get there by the flow of the tide.

By Mr. BURLEIGH:

Q. Were they large sticks of timber?—A. Yes, sir; they were good sticks of timber. They were brought up in the head of the dock between two long piers.

Q. How soon after you saw that did you report the fact to the commodore?—A. Within a few hours after I first saw it. I sent a message at once to the commodore, and he wrote immediately thanking me for the information.

By Mr. HARRIS:

Q. How soon were they taken away?—A. I think it was the next morning. He sent a tug-boat, and also an order to me to show the men where the timber was.

By the CHAIRMAN:

Q. You have no knowledge as to the means by which this lot of timber was brought to your dock?—A. It might have been brought there by a tug-boat, or by means of row-boats. It must have been towed there in some shape or form or it could not have got in there.

Q. It was not in the direction from the navy-yard to League Island?—A. No, sir; it was right the reverse.

Q. And, as I understand you, it must have got there designedly?—A. Yes; that is my candid opinion. It could not have got there in any other way.

Q. Have you knowledge of any other abuse or fraud?—A. I saw considerable in the way of canal-boats loaded with brass, iron, &c., being discharged right alongside of our yard at

Queen street, near the warehouse there. I noticed it more particularly for the reason that there was so much new stuff. For instance, screws, such as are put under the breech of a gun to elevate it, and the bearings or sockets, everything was new. They had never been used. I suppose three or four canal-boats full of that was landed. Another thing that made me notice it particularly was, that it would go into the store-house, as you might say, in the morning, and go out in the afternoon; or, if it went in in the afternoon it would go out the next morning. It did not tarry there but a few hours. That was under the supervision of Mr. Reynolds and Mr. McKay. I saw McKay around there two or three times.

Q. You say that this was new?—A. The greater portion of it was new.

Q. You don't know whether it was property that had been bought by either one of these parties?—A. I cannot say. All I know is that I saw the stuff landed and taken into this place.

Q. I understood you to say that you had noticed a quantity of brass?—A. Yes, sir; that is what I am speaking of; this new brass in particular. I also saw pig brass taken out of these canal-boats, and put into that place.

Q. You mean small bars?—A. Yes, sir; about 70 or 80 pounds.

Q. You say that you saw that stuff moved from the warehouse pretty soon?—A. Yes, sir. As I have said before, sometimes it would go in there in the morning, and out the other way in the afternoon. There are two entrances. They could haul in on the back way, and haul out on Swanson street.

Q. Was your attention ever called to any transportation of material made by means of carts from the navy-yard to that old warehouse?—A. That was not under my personal knowledge. I heard a teamster, named Gallagher, who did a great deal of hauling in the yard, say that he hauled a great deal to Clyde's line.

Q. Have you heard any parties speak of matters within their own knowledge?—A. I heard a foreman of teamsters, whose name I don't remember, speaking of McKay putting the lights out, and turning the teams down from one pier to another; but I became disgusted with hearing so much of it. I also heard Gallagher say things of that kind.

By Mr. JONES:

Q. Did I understand you to say that there was a large amount of this copper or brass, that was in the pig?—A. I cannot say how much there was of it, but I saw some of these pigs taken out of the boats.

Q. How many do you think you saw?—A. I saw them carrying them across, putting them into a cart, and taking them into this place. I would not like to say how many. I don't doubt but what there was a half-dozen cart-loads of that kind. There were different kinds of brass and that was mixed along with it.

Q. Do you say that there were half a dozen cart-loads of pig brass?—A. I wouldn't like to say that there were. I had no occasion to take particular notice of it. I could see them throwing it into the cart.

Q. You don't know whether this was brass or composition metal, do you?—A. It was composition and brass, also.

Q. Do you know whether this was pig-copper or not?—A. It was composition.

By Mr. HARRIS:

Q. How much brass or copper do you say now, without guessing at it, you can swear you saw moved from a canal-boat to a cart? You have said, in answer to Mr. Burleigh, you have no knowledge that there were a half-dozen cart-loads. Did you see one cart-load of pigs?—A. I saw three or four canal-boat loads of brass and composition, and a great deal of new among it.

Q. You saw three or four canal-boat loads of brass and composition?—A. Yes, sir.

Q. That you swear to?—A. Yes, sir.

Q. Did you see a single boat that had nothing else but brass?—A. I saw some boats that had iron.

Q. Did you see any canal-boat coming there with nothing but brass or composition on board?—A. That I could not swear to positively, because some of these boats that had brass or composition in, had shell and round-shot in the bottom.

Q. But you have sworn that you saw three or four canal-boat loads of brass. I want to know if you saw one canal-boat loaded with nothing but brass?—A. I could not say as to that.

Q. How, then, are you able to say that you saw three or four canal-boats of brass, if you didn't see one?—A. Well, mostly brass, I would swear to, but I would not like to swear positively that they had nothing else but composition and brass. I will say mostly brass.

Q. How near were you to one of them?—A. On the deck looking down the hold of some.

Q. You were on board of them?—A. Yes, sir.

Q. You say that you saw one almost wholly loaded with brass?—A. Yes, sir.

Q. Do you know to whom it was delivered?—A. That I cannot say.

Q. Did you know that Mr. McKay bought any composition?—A. I have no knowledge of it.

Q. Do you know that he did not?—A. I cannot say.

Q. You say that you saw new brass-work in the shape of screws for the elevation of cannon?—A. Yes, sir.

Q. Is it common to have brass screws for that purpose?—A. Yes, sir.

Q. It attracted your attention because it was new work?—A. Yes, sir; not only myself, but people were laughing about it, and all kinds of slurs were made in regard to it.

Q. Yes, and you didn't know, nor did those people who talked about it, anything about it?—A. No, sir.

Q. Then why did you laugh?—A. The whole impression was with them that something was wrong, and on the face of it it looked as if there was.

Q. Not knowing anything about the contracts of the Government, or anything about Mr. McKay's business, you took it for granted that there was something wrong about that? You believed that, did you not?—A. I didn't believe that everything was altogether right.

Q. You believed that he was wrong, did you not, and thought that was a steal of some sort?—A. I never like to form an impression of that kind unless I have some data to go on.

Q. You had not any at that time, had you? I want to find out whether you come here testifying under an impression formed from what you saw, that something was wrong, or whether you have any knowledge upon which to base your intimation. If you know that somebody has been stealing, you are not doing justice to this committee or to yourself if you do not tell it.—A. It would be a pleasure to me, if I knew of anything directly that was wrong, to give you all the information that I possibly could. My impressions were that there was something wrong, but I have no data to go on.

Q. Then, will you now swear that, in your judgment, there were three canal-boats loaded with copper and brass? Would there be, in all the copper and brass you saw, three loads for a canal-boat?—A. I believe, to the best of my knowledge, that there were three canal-boats, at the least, loaded with metal—brass and iron. I will not leave the iron out.

Q. That would make a great deal of difference in the value of it, wouldn't it? I want now to get at a definite notion. Will you swear that you saw fifty tons of copper and brass metal?—A. Yes—at the least calculation: I would swear to a hundred tons.

Q. A hundred tons of copper and brass and metal of that class?—A. Yes, sir; to the best of my knowledge and belief.

Q. Now, going back to that timber. Did you not see anybody bring it there?—A. No, sir.

Q. Did you see anybody about there during that day, who looked as though he was going to claim it?—A. No, sir; I kept a watch around there; and not only that, but I gave our watchman strict orders to see if he could find anybody who came there to meddle with it.

Q. You saw nobody there; you didn't see McKay there?—A. No, sir.

Q. You have no reason, then, to form any opinion who did it?—A. No, sir.

Q. Was this laid together as a raft?—A. Yes, sir; it was all chained together with staples securely. It was made a raft of.

Q. Was any of it piled one above the other?—A. No, sir; they were all side by side. There were either 13 or 15, and I would not be positive which.

Q. Was it large timber?—A. Yes, sir.

Q. You never had any knowledge or intimation of who brought that there?—A. No, sir; I have tried my best to find out since, but I could not do so.

Q. You inferred that somebody had stolen that?—A. Yes, sir.

Q. Wasn't it a little remarkable that fifteen sticks of white oak should be stolen at midday and brought into your dock in midday and tied up and nobody know anything about it?—A. It was done between twelve and one, and everybody was at dinner.

Q. Did you afterward find out anything about it?—A. No, sir.

Q. Did you see the commodore afterward?—A. No, sir.

Q. Did you ever go to the navy-yard to make any inquiry in relation to that timber?—A. No, sir; I did not think it was worth while after he came and took it away. I was glad to get rid of it.

Q. It only staid there from one day at noon until the next morning at ten o'clock?—A. He attended to it at once.

Q. Did you look over these knees to see what proportion of them were good?—A. Yes, sir; I looked all around the pile.

Q. What do you think they were worth?—A. There were some very good ones. Some were worth twenty dollars and others were not worth two dollars.

Q. Was there anybody to pay twenty dollars for them?—A. Dealers in wood didn't know anything about the sale, because it was not advertised.

Q. Was there any market for those knees here that would have made any of them worth twenty dollars apiece? Would you have given twenty dollars for any of them?—A. Yes, sir; there are some among them now that I would give twenty dollars for, if I was allowed to pick them out. Others I would not give more than ten.

Q. How many were there of that kind?—A. There might have been a hundred in the lot that I would give twenty dollars for.

Q. Do you think there were?—A. Yes, sir.

Q. With the market as it was at that time, ship-building being as it was, what do you suppose, taking them as they stood, those that had been and those that had not been used,

they would have brought in the pile at an advertised auction?—A. They would have brought from \$2,000 to \$2,500 under the hammer, I candidly believe.

By Mr. JONES:

Q. You say that you are a ship-carpenter and builder?—A. Yes, sir.

Q. Acquainted with ships' knees such as they use in the navy-yard?—A. Yes, sir.

Q. Were there any of these knees there that you think would be serviceable for the Government, such knees as they are buying and receiving every day?—A. Yes, sir.

Q. How many of this pile should you think could be worked in in the navy-yard?—A. That would be a hard matter to say without close examination. I should say from one-half to two-thirds could have been used for the Government purposes. For instance, if they want a six or eight inch knee, and it is a little sappy or bad, they reduce it and use it for whatever purposes they may want it. Yes, I should say two-thirds of them could be used by the Government.

Adjourned.

PHILADELPHIA, April 11, 1876.

JAMES SIMPSON sworn and examined.

By the CHAIRMAN:

Question. What is your business?—Answer. I was a ship-builder, in the dry-dock business. I am now out of it, but my sons are in the business, and I go down to the wharves and back and forth.

Q. Are you a native of Philadelphia?—A. Yes, sir.

Q. Have you a wharf somewhere near Queen street?—A. Yes, sir.

Q. Do you own the property next to the warehouse there?—A. Yes, sir.

Q. Were you there about the time the Government iron was being brought over from the navy-yard?—A. They told me that it was Government iron, and came from the navy-yard.

Q. Did you observe what it consisted of?—A. There was almost everything in it. I even saw new cannon-balls there, and all kinds of iron. I was astonished to think of the Government selling such stuff as that.

Q. Describe it as well as you can—A. They used to have the place full of iron at times, and sometimes on the other side there would be a canal-boat taking it away; they used to come in wagons. I have seen loads of these splendid screws to elevate guns hauled up and put in the Water-street way; they would take them out the next morning. I was told that they came from the navy-yard, and I should judge it was navy-yard stuff.

Q. Who told you that?—A. It was a common thing around there.

Q. Did you see bar-iron?—A. Yes, good iron, new iron.

Q. What size?—A. All kinds; all sizes.

Q. Large and small?—A. Large and small. I have seen some of these big guns hauled up there.

Q. Do you know anything about whether this property had been sold or not?—A. I do not.

Q. You have no knowledge on that point?—A. No, sir; I went down with my son and saw a pile of knees. He told me that there had been a great sacrifice of knees there. I didn't know anything about it. I asked him if it was not advertised; he said no. I asked him who bought them, and I think he mentioned this man McKay. I went down and looked at them, and in the course of a week or so went down again, and I saw him hauling knees up to the pile. Said I, "He has not bought them." "No," one of the teamsters says, "he picks them all up and hauls them all on to his pile."

Q. How many knees did you see there?—A. I think at one time there were 400. I didn't count them. A man said that there were that many; the teamster who hauled them out said there were 700, or something like that.

Q. Can you form any opinion as to their number?—A. There was a tremendous pile of them.

Q. What kind of knees were they?—A. ship-knees.

Q. As to age and quality?—A. Some of them had been in the yard a good while; there were some good and some poor ones.

Q. What proportion would do to work again into new work?—A. Sometimes you can take a big knee and make a small one of it.

Q. Were they of that class that were not exactly fit for ship-work?—A. Some of them were.

Q. What proportion of them would you call poor knees?—A. I don't know that; they generally work those knees into second sizes. They all could have been worked in, without they were too bad.

Q. It would not be very profitable to buy large knees and saw them down, would it?—A. They could soon saw them down.

Q. But you have to pay very much more in proportion for large knees than you do for small ones?—A. Yes, sir.

Q. Did they look to you like the refuse of the navy-yard, or like new knees?—A. They

were old knees, I think. They had been there a good while. I don't know how long they had been there. When they are laying about in the sun they soon get stained. Some of them were cracked and some of them looked first rate.

Q. What would you think, taking the lot through, they were worth apiece for a ship-builder?—A. If a man had use for them right away, I should think they were worth three dollars apiece.

Q. Taking the market as it was at that time what do you suppose they could have been sold for?—A. I cannot say that.

Q. I suppose it is a fact with regard to knees as with everything else, that they are not worth anything unless somebody wants them?—A. Yes, sir. But we generally try to put them somewhere to secure them from damage, so that the only loss will be the interest on the money. We generally put them in the water.

Q. What do you suppose they would bring in the market at this time, properly advertised, and sold to the best advantage?—A. There was such a lot of them there at once; more than one person would want. If they had been divided into smaller lots they would have brought a great deal better price.

Q. But the Government had them to sell, and was cleaning up the yard?—A. They were worth a great deal more than I heard he paid for them.

Q. What do you think they were worth and could have been sold for, taking proper advertisement and sales to the best advantage?—A. About \$500, I think, for the whole lot.

Q. Do you think that would have been a fair price for them?—A. No; for a man who wanted to use them it would not be. I have paid thirty and forty dollars for pieces, such as some of these, for making breast-books for merchant vessels. They were large timber. There were some small ones among them. I have no doubt there were some condemned ones among them. Some of these knees might not be worth twenty-five cents, and the others might be worth a great deal more.

Q. Would you give \$500 to-day for the whole of them, taking the lot?—A. I do not want them.

Q. Do you know anybody who does?—A. No, sir.

Q. Do you believe there is a man in Philadelphia who would give \$500 for them, taking the whole lot?—A. I should think so; but they have got now into building these iron vessels here. If some of these eastern people were to hear of it, I suppose they would.

Q. I understand that there were some knees that had been used, old knees taken out of other vessels. Did you notice any of them?—A. Yes, sir; but they were not there when I first looked at this pile; they were hauled in afterward.

Q. Were new knees that had never been worked hauled in afterward, or were they old ones?—A. There were some new knees, I guess. They looked to me to be good knees.

Q. I mean knees that had not been worked when I speak of new knees?—A. A great many that were in this pile had not been worked.

By Mr. JONES :

Q. Was there a raft of timber brought over near your dock or above there from the yard?—A. There was a raft of timber brought into the dock, and my son took me there. He said to me that this was some of that navy-yard plunder. I told him I should not wonder.

Q. How long had it been lying in the dock?—A. I suppose it was there a week.

Q. What kind of timber was it?—A. Oak timber; plank. I told my son that he had better write to the commodore and say something about it. He did write to the commodore, and he very promptly attended to it and had it taken away.

Q. Who brought it there?—A. I could not tell.

Q. Who took it away?—A. Some of the navy-yard men.

Q. Was that Commodore Preble who sent up for it and took it away?—A. I cannot tell whether it was him or not. It was taken away, however.

Q. There are two piles of these knees now on this side, one at the wharf near you and one below the navy-yard?—A. Yes, sir, I am told so. I saw them in the navy-yard.

Q. Did I understand you to say that part of the iron was brought over in barges and part of it was brought over to the wharf in teams?—A. It was hauled into the building in teams. They would put it in and the next day the brass and stuff and valuable parts would be taken out. I saw them weighing some of the iron out to-day.

Q. Were they weighing it in the building?—A. Yes, sir.

By Mr. HARRIS :

Q. You don't know that it was not weighed or taken account of?—A. I could not tell you anything about that. I saw it go in and go out.

Q. It would go in there if it was sent there properly, and if anybody had legal authority to take it out it would go out. If you saw anything like clandestine work, putting it in at night and taking it out, we want to know it.—A. I think some of that was put in at night out of the yard.

By Mr. BURLEIGH :

Q. You say that you saw copper and composition going out of that store-house?—A. Yes, sir; I saw some going in that these teams were hauling up from the navy-yard. I saw these serews, which were of brass or composition.

Q. You say that you heard that there was a big bargain in the case of the man who bought those knees, and you went down to see them. How long after the sale was that?—A. I don't think it was over a week.

Q. Were the knees piled up regularly then?—A. Yes, sir.

Q. You went down afterward?—A. I went down not exactly to look at the knees, but to look at the yard.

Q. Did you see any more knees added to the pile at the time you went down afterward?—A. Yes, sir.

Q. How many?—A. I don't know exactly how many; 150 or 200. Some of them were old and some of them were good.

Q. Were they as good as the original pile would average?—A. I should think some of them were. The old ones taken out were bored and had holes in them from fastening.

Q. How many of them were old knees that had been used?—A. I could not tell you.

Q. Were half of them?—A. O, no.

Q. Then more than half of those lying around the pile were knees that had not been used?—A. No; I don't think there was. I think there were more of the others; more of the good ones.

Q. Did you notice particularly any good knees there?—A. Yes; there were some splendid ones there.

Q. Were they large and sound?—A. As far as I could see they were. I did not turn them over to examine them thoroughly, but looked at them as I passed. I have some idea, of course, about timber, being a ship-builder.

Q. Were some of these fit to put into a man-of-war?—A. Yes, sir.

Q. How many were there fit to put into a man-of-war?—A. I could not pretend to tell you.

Q. A good many, or only a few?—A. There were a good many.

Q. Do you know that those knees were not hauled to League Island?—A. I saw a parcel of them hauled up alongside of this Pennsylvania warehouse. Some of them are there now.

Q. Have they sold any of them?—A. I don't know that. I saw large quantities of brass hauled into this warehouse.

By the CHAIRMAN:

Q. Do you remember to have noticed any bar-iron?—A. Yes, sir.

Q. Was that in large or small quantities?—A. It was mixed through. Sometimes they would make a load of that.

By Mr. HARRIS.

Q. You did not go into the Queen-street building, but staid on your own wharf?—A. Yes, sir; as parties passed I saw them take this stuff out.

Q. How far were you from it?—A. I suppose I would not be farther than fifty or sixty feet. One boat, I think, unloaded partly off of my son's wharf and hauled up into this warehouse.

By the CHAIRMAN:

Q. Did you see any gun-carriages being carried into the bonded warehouse?—A. I don't know that I noticed so particularly about them as to say that. It looked to me like stuff that the navy-yard ought to have kept.

By Mr. JONES:

Q. Is that a bonded warehouse?—A. I don't know that. They call it the Pennsylvania storage-house.

Q. "U. S. bonded warehouse" is not printed on it anywhere, is it?—A. Not that I know of.

By Mr. BURLEIGH:

Q. Are you acquainted with the river here?—A. Yes, sir.

Q. Did you see that raft of timber when it came in that slip?—A. No, sir.

Q. How far up the river is that from the navy-yard?—A. It is about two squares, I think.

Q. Do you know whether they did not start to go down to League Island and the wind or tide was against them and they had to go up in there?—A. No, sir; I guess there was nothing in that.

Q. Why?—A. It was mild weather.

By Mr. HARRIS:

Q. There was no effort to unload or take it out of the water, was there?—A. No, sir; no person came to claim it that I saw. It was fast to the wharf.

Q. If it was put in there and tied up to the wharf you would suppose that somebody had charge of it, would you not?—A. Yes, sir; but the persons never came forward.

Q. Do you know that when the commodore was spoken to the man who was transporting that lumber to League Island did not take it away himself or have it taken away by his men?—A. I think the commodore sent an order up to my son to deliver it.

Q. To deliver it to whom?—A. To the men he sent from the navy-yard. The men from the navy-yard came and took it to League Island.

Q. Do you know whether that was timber which the contractors were moving or which the Government was moving? Have you information enough to tell us who put it into that place?—A. No, sir.

Q. Whether it came there by accident or design you don't know?—A. No, sir.

Q. And you saw no evidence that any person was attempting to unload it or take it away on the water?—A. No, sir; no person claimed it.

Q. Was that new or old timber?—A. New timber.

PHILADELPHIA, *April 17, 1876.*

JOHN J. DEVINNEY sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the Philadelphia navy-yard?—Answer. No, sir.

Q. Were you employed by any of the contractors in the removal of the property from that yard?—A. I was.

Q. By whom?—A. By John Rice, or rather by his son. I made my arrangement with his son, George Rice.

Q. While you were thus engaged, state to the committee whether you saw any unlawful removal or appropriation of the property of the United States by any individual.—A. I don't know anything about anything of the kind being removed illegally. I saw stuff loaded there, but I didn't know whether it was removed illegally or not.

Q. If there was any fraud or abuse which came to your knowledge state the same to the committee.—A. I have no knowledge whatever of such. I heard a good deal while I was there and have heard a good deal since; but of my own personal knowledge I cannot say that I ever saw anything. I saw, perhaps, what I thought were suspicious circumstances, but that was all.

Q. Your knowledge, then, is altogether hearsay?—A. Yes, sir.

By Mr. HARRIS:

Q. What did you see that was suspicious, as you considered it?—A. I saw boats unloading copper and other stuff up at the Queen street-wharf.

Q. You do not know whether or not that copper had been sold to the parties unloading it?—A. I do not.

Q. What else did you see?—A. I don't know that I saw anything else. I saw some robbery going on there, but it was committed by laboring men. I saw them haul loads of stuff down to the lower end of the yard, pass it out through the fence, and drive round down on Reed street with the same truck, and haul it away again.

Q. What was that stuff?—A. I think it was ropes and iron, or something of that kind. They hauled it down through the lower part of the yard. The wagon that hauled it was in the employ of Mr. McKay. I don't suppose that it was done with any knowledge of Mr. McKay. The truck came down to the place about ten minutes before 12 o'clock and unloaded. There were about fifteen or twenty men concerned. They unloaded it in a minute or two, then whipped up the horses as hard as they could, and I immediately saw them going down Reed street on the outside of the yard, where they loaded that stuff up. To get this stuff from the yard they knocked off some of the boards and threw it through the fence.

Q. How much was there of it?—A. It was on a two-horse truck.

Q. How many men were engaged in that little enterprise?—A. As many as could get around the truck very well.

Q. Do you know that that material was stolen?—A. I don't; but it was a very suspicious looking way of taking anything which had been honestly acquired.

Q. Did you tell anybody of that occurrence?—A. No, sir; it was none of my business.

Q. Why would you not have told if you had seen them carrying away property of great value?—A. I might have told, but I did not.

By the CHAIRMAN:

Q. You saw nothing of the vessel down at Greenwich Point, did you?—A. No, sir.

Q. I understood you to say that those were McKay's men whom you saw?—A. They were men driving wagons which were hauling for McKay. It was only one wagon that I ever saw engaged in such work.

Q. Did they haul off from labor at 12 o'clock?—A. Yes, sir; they had not quit work when this wagon came down and unloaded; but it was customary for the men there, before 12 o'clock arrived, to have everything ready so that they could make a grand rush for the gate and get out.

Q. Did you see that thing happen more than once?—A. I cannot say that I did.

PHILADELPHIA, *April 19, 1876.*

WILLIAM BLAKE sworn and examined.

By the CHAIRMAN :

Question. Were you ever connected with the navy-yard at this place?—Answer. No, sir; nothing more than that Robert Patterson & Son furnished lighters, boats, &c., to the Government and to contractors, and different parties. We furnished barges and lighters for transporting things for the removal of property from the navy-yard.

Q. If at that period of time you saw anything improper or illegal in the removal of the property, state to the committee what it was that you saw.—A. I cannot say that I ever saw anything. I was very little about the yard myself. When we would get an order I would send boats there. Of course I was in and out to ascertain whether they wanted boats. I was, however, very little about the boats. We had captains on them and it was not necessary for me to be there.

Q. Did you ever go on board of those lighters or scows?—A. I was frequently on board when they were at the yard.

Q. Do you know in what manner they were loaded?—A. They were loaded in so many different ways that I could not state exactly. They were loaded principally from the wharf. I would observe them putting on stuff from the wharf. They were all loaded from the Government piers.

Q. Were you up about the buildings to see where they were loaded into the carts?—A. No, sir; unless I went there to see Mr. Hoover or Mr. Hartt.

Q. Do you know anything about the unlawful appropriation or stealing of property by any one at any time?—A. No, sir; I do not know anything whatever about that.

By Mr. HARRIS :

Q. Do you know if any boats bound for League Island were loaded at the south wharf?—A. Yes, sir; I suppose the principal part of them were loaded at the south wharf.

Q. Were there any loaded at the north wharf?—A. Yes, sir; but principally from the south wharf.

Q. Where were the boats loaded that went over to Queen street?—A. Some of them were loaded at the south wharf, and at the bulk-head at the south wharf.

Q. So that they were loaded for all destinations at the same place?—A. Yes, sir; pretty much.

PHILADELPHIA, *April 9, 1876.*

JOHN ROWBOTHAM sworn and examined.

By the CHAIRMAN :

Question. Have you been in the service of the United States?—Answer. I have.

Q. In what branch of the public service?—A. I was master machinist in the Philadelphia navy-yard for a number of years.

Q. Were you there during the time of the removal of the public property from that place?—A. No, sir.

Q. Where were you at that time?—A. I think I was engaged in the cord and kindling wood business.

Q. Do you know anything about the removal of property from the yard?—A. No, sir.

Q. Do you know anything about the unlawful appropriation of property by any one?—A. No, sir.

Q. In your position as master machinist were you ever called upon to act as an expert and pass machinery?—A. Yes, sir; frequently.

Q. Was your attention ever called to any abuse or fraud in the purchase of such articles?—A. Yes, sir; there was an investigation by a committee of the House of Representatives while I was master machinist there concerning a lot of tools.

Q. In what year was that?—A. I cannot remember positively about that.

Q. Was it during the war?—A. No, sir; but if I am not mistaken it was during Mr. Johnson's administration.

Q. Do you remember who were the parties implicated in that transaction?—A. I cannot say positively who was to blame in the matter, but, as I understood it, it was the engineers of the department who were censured.

Q. State whether any of the parties who were implicated in the proof in that transaction have since been in the employ of the Government—A. The engineers who at that time were more or less concerned in that matter are all in the service, I believe, excepting one.

Q. Were there no mechanics who were implicated?—A. No, sir; unless you would say that the man from whom they bought the tools was implicated.

Q. Who was he?—A. John Roach.

Q. What was the nature of that charge?—A. I believe it was the purchase of tools for the Bureau of Steam-Engineering at the Philadelphia navy-yard from Roach & Sons. The

tools had been in use and were very much worn, some of them being very old so far as their design was concerned.

Q. Was this committee that you refer to simply a committee to ascertain what were the facts or was it a court of inquiry or court-martial?—A. It was a committee appointed by the House of Representatives, composed of a subcommittee of the naval committee to investigate the purchase of this machinery by the Bureau of Steam-Engineering.

Q. Do you remember whether any printed report was ever made by that committee?—A. I believe there was; I think there was a majority and a minority report prepared. I am not sure, however, whether one of them was not a report published by parties not concerned with the committee and in their own vindication.

Q. Do you know whether any action was ever taken by the Secretary of the Navy in regard to it, in relation to a court-martial or court of inquiry?—A. I never heard of any court-martial, or, in fact, of any court of inquiry, but the engineers who were connected with the matter were removed from the positions which they then occupied, and placed on waiting orders, if I remember correctly. The thing occurred some years ago, but I think that was the case.

Q. In fine, the case was that Messrs. John Roach & Sons had, through these officers, put off on the Government a worthless set of tools?—A. Yes, sir; many of them were worthless. They were not all so; a large number of them were tools that had been in use a long time, and, aside from the wear and tear that they had withstood, they were much behind the period so far as convenience and efficiency were concerned.

Q. Was it a sale of much value?—A. I really forget the aggregate amount. It must have been over \$100,000. I am pretty positive that it was, although I could not be quite sure as to the amount. It was in that neighborhood, at any rate. It might have been a little over or a little under.

Q. Do you know of any other transaction with the Government in which John Roach or John Roach & Sons were concerned?—A. No, sir; nothing irregular.

Q. Do you know of any other fraud or attempted fraud on the public service in the Navy Department?—A. No, sir; I cannot say that I do of my own knowledge.

Q. Have you any information the sources of which are available to this committee on that subject?—A. I really cannot say that I have.

By MR. BURLEIGH:

Q. How was it that you became familiar with this transaction of John Roach & Sons?

—A. At the time I was master-machinist in the navy-yard. These things were from my own department and came under my own observation. They were for use in my department.

Q. What tools were those?—A. They were almost all the tools pertaining to a machine-shop.

Q. Were they of an old date?—A. Yes, sir; some of them were.

Q. Had they ever been used before?—A. I believe, with only one or two exceptions, they all had been used.

Q. Were you summoned before the investigating committee at that time?—A. Yes, sir; the committee sat in the navy-yard, and I was summoned before them.

Q. Have you seen the printed report?—A. I have not seen my whole testimony in print. I have seen the printed report, however.

Q. What was your testimony in regard to the valuation of these tools?—A. I really do not remember what the estimate was as to their value; my testimony then was chiefly as to their condition in comparison with other tools.

Q. Do you remember now what was the value at the time they were bought, as compared with new tools of that date?—A. I do not distinctly. I will state, to give you an idea of the plan, that there was one tool there which was sold to some parties in Saint Louis or Chicago; it was originally built by a firm of this city. If I have my information right, it was bought from the Saint Louis people by Roach; it was about eleven years after the tool was built that it was sold to the navy-yard; it was a large planer. If I remember the figures correctly, it was built for \$3,600; and, if I remember correctly, the price of the tool to the navy-yard was \$6,600 or \$6,300.

Q. At the time you bought it did you work it?—A. Yes, sir; I ran it for years afterward.

Q. What was its value, as compared with other tools of a similar character of more recent make?—A. There has been very little change in planers from then until now. I do not think it was fit to compare with the more recent tools of that character.

Q. Were such tools as that condemned in other shops and new tools substituted for them, to your knowledge?—A. I cannot say that I know of any private concern that would have entirely thrown the machine out; they might have kept it for some classes of work to save a better machine, but I do not think it was a tool that any first-class shop would have depended upon to do all their planing with.

Q. Would or would not a first-class shop at that time have bought that tool at anything like the price the Government paid for it, in your estimation?—A. In my estimation I do not think any first-class shop would.

Q. You have spoken of that one tool; how was it as to others?—A. They were "very much of a muchness." They were very much like that in condition.

Q. Do you mean to say that they were tools of previous date, that had gone out of use, and which were not generally sought for by mechanics?—A. They were tools, with very few exceptions, that a first-class shop, wishing to make itself efficient and up to the times, would not have bought.

Q. You have spoken about the price paid for this tool in comparison with its original value. How were the prices of other tools as compared with their original value?—A. I do not remember now how they compared. That tool having been built in this city, the date and the time that it had been in use were impressed on my mind more clearly than in the case of any other tool in the shop, and I remembered that more distinctly than I did any other.

Q. But your impression is that the other tools wore in about the same condition, in regard to value and age, as that tool was?—A. Yes, sir, with a few exceptions. There were some tools that were new.

Q. Were those new tools good tools?—A. They were good tools, but they were not the best by any means, according to my judgment.

Q. You say you have read the testimony of that investigating committee, and that your testimony was left out?—A. There may, possibly, be parts of my testimony printed in that report, but I do not think that the whole of it was printed; in fact, I am pretty sure that it was not. It might have been printed, but it was not embodied in the report.

Q. What purports to be your evidence was not contained in the book that you saw?—A. No, sir.

Q. But did you merely see the report of the committee, or what purported to be the testimony before the investigating committee?—A. It was a report of the committee.

Q. And it was not the detailed evidence of the committee?—A. No, sir; it was simply the report of the committee from the evidence gathered by them; I have never seen the evidence in print in full, to my memory.

Q. At what time did you leave the position that you were in in the navy-yard, and which position you held at the time these tools were bought?—A. I was out of the yard once previous to July, 1872, after the investigation.

Q. After the investigation did you leave the employ of the Government?—A. I was removed.

Q. How long after the investigation?—A. I cannot get at the exact time, but it was some four or five months afterward.

Q. How long were you off at that time before you were employed again?—A. I was out of the yard six months.

Q. When you were re-employed were you employed in the same position that you occupied at the time of your discharge?—A. Yes, sir.

Q. How long did you remain after you were re-instated?—A. I remained from that time until July, 1872.

Q. Were you removed then?—A. No, sir; I resigned, to take charge of Cramp's establishment.

Q. What was Cramp doing at that time?—A. He was building the American Steamship Company's vessels.

Q. Did you take charge of his machine-shop?—A. Yes; one part of it. I was re-instated on the 29th March, 1869. I have not the date of my removal with me. I was first appointed master-machinist in May, 1867.

PHILADELPHIA, April 19, 1876.

GEORGE A. SHAFER sworn and examined.

By the CHAIRMAN:

Question. Were you ever attached to the navy-yard at Philadelphia?—Answer. No, sir; I did some hauling for Mr. McKay there, however.

Q. That was during the period of time in which the material and property of the United States at the old navy-yard was being removed down to League Island?—A. Yes, sir.

Q. Were you engaged in charge of boats, or barges, or carts, or trucks?—A. I kept those large trucks called catamarans, with large wheels. I hauled heavy machinery and such articles down to the wharves to put on board the lighters. I also had some horses down there during the day hauling the timber.

Q. If you saw anything wrong or improper going on during that period of time on the part of the contractors or men under them, state to the committee what it was.—A. I never saw anything wrong; I do not think I was down there more than three or four times during the period of the removal of the navy-yard.

Q. Do you know anything about the unlawful appropriation of property by anybody during that time?—A. I do not.

Q. Was your attention ever called, in hauling, to the fact that they dumped the property being removed by the contractors with the property of the Government?—A. No, sir.

Q. Was your attention ever called to the fact that in loading the wagons for the purpose of removing the property from any other place both sides took from the same pile?—No, sir.

Q. Was there nothing of that kind?—A. No, sir; all the goods that I hauled went from the navy-yard, at different points, to the end of the wharf, and were put on board of the lighters, with the exception, I think, of three boilers, which we hauled outside. I think they went to Twentieth and Hamilton streets, although I could not say without reference to the books whether they did or not.

Q. Who claimed them?—A. Seyfert, McManus & Co. paid the bills for them.

Q. Do you know whether they were weighed before they left the yard or not?—A. I do not.

Q. Was any weight marked upon them?—A. I do not know that. We hauled at so much for the load.

Q. Who delivered them to you in the yard?—A. I cannot tell that; I simply sent the teams down there and they hauled them; I did not go with the teams myself.

Q. Did you notice whether the officers of the navy-yard were on hand doing their duty or whether they failed to do their duty?—A. I very seldom saw any officers of the yard; I was there so very seldom that I did not notice them.

Q. Who was looking after the interests of the Government; did you observe anybody?—A. I did not observe anybody down there.

Q. Did things seem to be left to take care of themselves pretty much?—A. Mr. McKay had some foremen down there. I saw a great many teams and men employed down there hauling goods from one place to another. I do not know whom they belonged to or anything about them.

Q. Were you sufficiently acquainted with the yard to determine who were the officers or agents of the Government?—A. No, sir.

PHILADELPHIA, April 12, 1876.

GEORGE G. SEAMAN sworn and examined.

By the CHAIRMAN:

Question. Did you ever hold any position in the navy-yard?—Answer. I have been a constructor's clerk.

Q. To whom?—A. Mr. Steele.

Q. What special duties were you charged with?—A. I was Mr. Steele's writer.

Q. Were you at the navy-yard during the removal of the property last fall?—A. I was in and out of it.

Q. State if during your duties at the navy-yard or under Mr. Steele you at any time saw any impropriety or irregularity in the proceedings of the officers or contractors?—A. No, sir; I did not.

Q. Were you required to keep any record of the property going from the navy-yard to League Island or going from the navy-yard out to the contractors?—A. I was weighing some stuff down there for a party for a few days. Mr. Hartt asked Mr. Steele if he could spare a man and Mr. Steele sent me there.

Q. You were then on duty as a weigher?—A. Yes, sir.

Q. What did you weigh?—A. Iron.

Q. To whom was that iron to be delivered?—A. Pennock & Co.

Q. What time was that?—A. That was some time in October, 1874.

Q. Do you remember anything about the quantity and quality of iron that was delivered to Pennock & Co.?—A. As near as I can judge I weighed about one hundred tons.

Q. What quality of iron was it?—A. I do not know that.

Q. Was it armor-plates?—A. Yes, sir.

Q. Taken from what vessel?—A. From the Suncook.

Q. To whom was that iron delivered?—A. It was to be delivered to Pennock & Co. That is all I know about it.

Q. Do you know whether or not in fact it was delivered to Seyfert, McManus & Co., or any agent of theirs?—A. I do not.

Q. Do you know anything about the terms and conditions upon which Mr. Pennick obtained it?—A. No, sir; I do not.

Q. You have no knowledge beyond your simple duty of weighing it, and that was for a few days only?—A. That was for only about three or four days.

Q. Did you see anything wrong about the matter?—A. I did not.

Q. Do you know of any one connected with the naval service, receiving any presents, gifts, rewards, or payments of any kind from anybody?—A. No, sir.

Q. How long were you on duty with Mr. Steele as a writer?—A. I have been since about June, 1874.

Q. Are you there at the present time as a writer under him?—A. Yes, sir.

Q. At his office here in the city?—A. No, sir; at Chester, Pa.

Q. Upon whose recommendation were you appointed?—A. Mr. Steele took me. He is a relative of mine.

Q. He is on special duty with John Roach, is he not?—A. Yes, sir.

Q. What vessel is Mr. Roach now repairing for the Government?—A. The Miantonomoh and the Puritan.

Q. Have you any knowledge or information as to the quantity of iron that has been received by Mr. Roach from the Navy Department?—A. No, sir.

Q. Your position gives you no means of knowledge upon that subject?—A. No, sir.

Q. Do you know of any contract obtained by W. F. Steele in any way from the Navy Department?—A. No, sir; I do not.

Q. Do you know that he has a contract?—A. I knew that he was doing some work, but that is all I knew of it.

Q. Do you know Mr. W. F. Steele?—A. Yes, sir.

Q. Who is he?—A. He is a cousin of mine.

Q. Is he a relative to the constructor?—A. He is his son.

Q. What kind of business is W. F. Steele engaged in?—A. He is a plumber in this city.

Q. Do you know of any unlawful or improper removal of any property from the custody of the Government to that of any individual?—A. No, sir; I do not.

By Mr. BURLEIGH:

A. Is Mr. Roach building a new ship called the Miantonomoh?—A. She is supposed to be a new ship.

Q. Was the old ship at the yard?—A. Yes, sir.

Q. Did you see the old ship?—A. I saw her there last summer.

Q. What state was she in at that time?—A. She was all rotten and going to pieces.

Q. Was there any iron-plating on her?—A. I do not recollect whether there was or not. I could not say.

Q. How did you know that she was rotten?—A. I could see the wood and stuff in her.

Q. What became of the old Miantonomoh?—A. I have understood that she was taken farther down from Chester and destroyed there.

Q. How destroyed?—A. Burned.

Q. You saw her at John Roach's yard at Chester?—A. Yes, sir.

Q. Were you there when she arrived there?—A. No, sir.

Q. Do you know if she had anything inside of her at the time you saw her?—A. No, sir.

Q. Do you know that she was hauled down the river and destroyed?—A. I do not know I did not see her go there; I only understood so.

Q. You do not know whether she had any iron on her deck or on her sides?—A. No, sir.

Q. Or whether she had any armor on her?—A. No, sir; I could not swear to that.

Q. Did she have any smoke-stacks up?—A. No, sir.

Q. Did she have any turret on her?—A. No, sir.

Q. Merely a wooden hull?—A. Yes, sir; that is all I saw to the best of my knowledge and belief.

Q. What time was that?—A. It was some time last summer. I could not say the exact date.

Q. Had you been down to Chester previous to that time?—A. No, sir.

Q. You saw her when she first went to Chester?—A. Yes, sir; I used to go on errands from Philadelphia to Chester on one train and back on the next, but I never observed her.

PHILADELPHIA, April 14, 1876.

WILLIAM H. KNOWLES, Sr., sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected with the navy-yard in any position?—Answer. I was. I had charge of the gun-carriage department there over twenty-five years, and built all the carriages.

Q. Did you have charge there at the time of the removal of the property from the navy-yard?—A. Yes, sir.

Q. State if you have any knowledge of any wrong or abuse or fraud in connection with the management of things at the navy-yard?—A. I know nothing except in regard to the things that went out of the gun-carriage shop. I would box them up to be sent down. If anything was done wrong I do not know anything about it. The things that were there, such as parts of gun-carriages, rammers, sponges, &c., were boxed up and sent down to the island. I did not see them land at League Island, but they went down on scows.

Q. You were in the ordnance department?—A. Yes, sir. I attended to most of the boxing up in the gun carriage department, as I have said; but the ordnance department under the gunner I had nothing to do with.

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Q. I understand that you attended, then, to the boxing up and shipping?—A. No, sir. I boxed them up in the gun-carriage shop and they came there with wagons and took them away. That I had nothing to do with. The boxing up was done under orders of the ordnance officer.

Q. You saw no impropriety or irregularity in the boxing up or shipment of the material from the old yard?—A. No, sir. I can only speak, of course, as to the gun-carriage department.

Q. Did you go upon duty at League Island?—A. Yes, sir. I was down there.

Q. Did you see those things which you boxed up at the navy-yard at League Island?—A. Yes, sir; that is, the material which came out of the gun-carriage shop.

Q. And was there anything missing?—A. I should judge them all to be the same as they were boxed up. I did not count them.

Q. Nothing, then, under your own eye or within your own knowledge was improperly done?—A. No, sir; they hurried and pushed things along; but I had nothing to do with that.

Q. In that hurry and confusion was there any destruction of property?—A. There were some things broken, I suppose, but not to any great extent in the ordnance department.

Q. Passing from your own department; did you see anything wrong in any other department?—A. No, sir. I cannot say that I did see anything that I recollect.

Q. Do you know of any unlawful or improper removal of property from the yard?—A. No, sir.

Q. Have you any knowledge or information of any property being stolen from the yard?—A. No, sir.

Q. Or taken from the scows or barges after they had started from the yard?—A. No, sir.

Q. Or taken from League Island?—A. No, sir.

Q. And during the whole period of your service you know of nothing wrong that has been done?—A. I went to the yard in 1849. It has been a good many years for me to recollect back. I do not recollect of anything wrong in that time.

By Mr. BURLEIGH:

Q. Do you know of any of the gun-carriages being carried out of the yard and not being taken up to League Island?—A. No, sir; there were gun-carriages taken away. Mr. McKay bought some iron gun-carriages that he took out.

Q. Did he not buy carriages with brass or composition metal on them?—A. Yes; they were the Ironsides' carriages.

Q. What did he do with iron carriages with composition metal on them?—A. I understood he bought the carriages complete, composition metal and all.

Q. Those were taken out of the yard to some other place than League Island, were they not?—A. Yes, sir.

Q. Do you know of anything else in your department taken from the yard and carried to other places than League Island?—A. No, sir; except what composition they sold. They sold a lot of composition. It was taken out.

Q. How was that taken away?—A. It was taken in wagons, I guess.

Q. Was that all boxed up?—A. No, sir.

Q. Was it loose?—A. That was not in the gun-carriage shop. It was carried out loose in wagons.

Q. Do you know where it was carried to?—A. I do not. A man named Purvis, I think, bought it. He bought it at regular auction sale.

Q. Are you yet at the yard?—A. Yes, sir; I am at League Island.

PHILADELPHIA, April 15, 1876.

PATRICK GALLAGHER sworn and examined.

By Mr. HARRIS:

Question, Where do you reside?—Answer. In Philadelphia.

Q. What is your business?—A. I unload coal for John G. Kersey.

Q. Did you ever work for McKay?—A. No, sir; I run a lighter for Mr. Patterson. McKay was the boss; Patterson was doing work for McKay.

Q. Where did that lighter run to?—A. From the old navy-yard to League Island.

Q. Did she run anywhere else?—A. No, sir.

Q. Did you deliver to League Island all that you took on board of her?—A. Yes, sir; I took one load of lumber into the back channel; it was ship-lumber.

Q. Was that at League Island?—A. Yes, sir; the other stuff was unloaded at the front.

Q. Did you ever see anything which was loaded to go to League Island delivered to anywhere except League Island?—A. No, sir; but I have heard people say that that was done.

Q. Do you know that anything was improperly taken out of the navy-yard and carried to other places?—A. No; I only heard a man say that a lighter-load went up to Willow-street wharf, above Callowhill.

Q. Whose wharf is that?—A. It is a railroad-wharf.

Q. Is it the Philadelphia Company's wharf?—A. Yes, sir; I did not see it going there.

Q. Do you know of anything being improperly taken out of the yard?—A. No, sir; nothing.

Q. Do you know of your own knowledge that anybody took anything improperly out of the yard?—A. No, sir; I do not.

Adjourned.

PHILADELPHIA, April 15, 1876.

FREDERICK J. MARTIN sworn and examined.

By the CHAIRMAN:

Question. State to the committee all you know about the prices of a lot of iron, copper, or brass bought from Mr. McKay.—Answer. We bought about 25,000 pounds from him altogether.

Q. What kind of material was it?—A. It was brass from the navy-yard, such as old castings and castings that had never been used—new brass.

Q. Was there any in the original form in pig?—A. No, sir; it was worked up for different parts of a vessel.

Q. From what point did you obtain that?—A. The first lot was from the first house below the plumber's shop.

Q. That was directly from the navy-yard?—A. Yes, sir; that was 10,000 pounds.

Q. Do you know whether it had been weighed by the Government?—A. Yes, sir; an officer weighed it.

Q. How about the second lot?—A. The second lot was not weighed by a Government officer; that was got from the Queen-street warehouse.

Q. That weighed 15,000 pounds?—A. Yes, sir.

Q. Was that weighed by a weigh-master in the employ of the warehouse company?—A. That I do not know. I think the man was sent by Mr. McKay. We received notice from Mr. McManus that they had this metal for sale. I thought I would try and find the head of the party, supposing I might get it a little cheaper and save commissions. That was the reason I went to the navy-yard to find Mr. McKay; but I happened to meet him and Mr. Reynolds in the cars. He introduced me to Mr. Reynolds, and told me that he (Reynolds) had charge of it—that I could make a bargain with him or with both of them, as I pleased. I did not know Mr. McKay at the time.

Q. Do you know of any other copper or brass owned or claimed by these parties as obtained from the navy-yard?—A. No, sir; I suppose there were three or four times as much left in the place where I got my 15,000 pounds.

By Mr. HARRIS:

Q. What did you give a pound for that stuff?—A. Seventeen and a half cents.

By the CHAIRMAN:

Q. Do you know anything about the improper removal of any property from the navy-yard?—A. I do not; I went down to buy the last lot at the navy-yard. I did not know that it was being removed. When I got there I found that the lot I wanted to look at was all pitched out topsy-turvy. I thought I would have a poor show there to buy metal, judging from the way everything was pitched about. I hunted around and found McKay and Reynolds, who said they were removing it, and they wanted me that afternoon to send down and get my 15,000 pounds. I did so.

Q. Do you know whether the copper had ever been weighed by a Government officer?—A. That I do not know; but I should judge from the way I saw them taking it out of the cellar and putting it on the wagons that they were not weighing it. It was this lot in the cellar that I wanted to look at. I had seen it there once before. I did not want pieces too large as they were not convenient for me to use up. I wanted to get it out of the piles in smaller pieces. I particularly noticed this lot in the cellar for the reason that they were smaller pieces; but they were carrying them out and putting them on the wagons when I was down there.

By Mr. HARRIS:

Q. Were there any scales in the yard at that time?—A. I did not see any.

Q. That which was delivered to you from the warehouse I understand you to say was weighed there?—A. Yes, sir; they drove it right to the scales in the inclosure.

Q. And the weight was taken by some person?—A. Yes, sir; an officer took the weight and I paid for it according to that weight. I went into the office up-stairs and got the bill from the officer.

Q. Whom did you pay for that stuff?—A. I paid the money to Mr. McManus. The first lot I got from there I gave him my check for.

PHILADELPHIA, April 14, 1876.

THOMAS MOISTON sworn and examined.

By the CHAIRMAN :

Question. Were you ever connected with the navy-yard?—Answer. Yes, sir; I have been for fourteen years in the service of the United States. (In the Marine Corps.) I was a watchman at League Island.

Q. Were you ever on duty here in the navy-yard?—A. Yes, sir; as sergeant of marines and not as watchman.

Q. You never were on duty in this yard?—A. No, sir; all my duty was at League Island.

Q. Where were you during the removal of property from this navy-yard?—A. At League Island, as watchman.

Q. You were not on duty at the upper yard?—A. No, sir; all the duty I ever did as watchman was at League Island.

Q. Were you at the navy-yard here during the time of the removal of the property?—A. Yes, sir; I have been in and out of the yard on several occasions. I used to come through the yard to go to the boat at 9 o'clock in the morning to go down to League Island.

Q. State whether, at either place, you saw at any time any improper or wrong conduct on the part of either contractors or their employes, or on the part of those in the service of the United States.—A. Some reports were made out sometimes. Since Captain Hooker left I have no date. He always supported us in our duties, as did Smart, the captain of the watch. I heard reports that there was a scow loaded with material at the wharf adjoining the coal-oil wharf.

Q. How far is that from the old navy-yard?—A. I should judge it was fully a mile and a half down the river at Greenwich Point. I was very strict on duty. I came up along the bank. I noticed the scow was at the wharf; in fact I saw her there with a canvas thrown over her stern so as to hide her name, and the greater portion of the stuff that was on the scow was covered with canvas; but I could see pieces of sheet-copper, bits of iron, and bits of copper pipe sticking through the canvas. Walking up the road I overtook two trucks, such as haul sugar; they were marked "C. H.," which signifies custom-house; but the number on the truck was scratched out, and in those wagons I saw part of this material.

Q. Was it similar material to that on board the scow?—A. Yes, sir; for I rode part of the way up on one of the wagons, and made myself confident that such was the case. I lifted the canvas with my foot and saw positively that this was the case; and there was sheet-copper in the bottom of the wagon, and other stuff, with iron, &c., thrown over it, and the canvas thrown over that.

Q. Did you see where it went to?—A. No, sir.

Q. It evidently did not go back to the navy-yard?—A. No, sir; they went up Mifflin street and I went down to my home. On several occasions at night, when I was off duty, I saw wagons coming out on Federal street, where I lived. I used to see them coming out at 10, 11, and 12 o'clock, passing by. I judge they were going out of the navy-yard.

Q. What were they loaded with?—A. They were loaded with similar stuff, and they were covered with canvas. So far as I can judge, they were loaded with Government material.

Q. In the interest of the Government would that scow have been at that coal-oil wharf? What business was it doing there?—A. That I couldn't say.

Q. If it had been properly removed, it would have gone on down to League Island?—A. That is my opinion.

Q. How far is that from Queen-street wharf?—A. It is a good ways down the river from there. Queen-street wharf is pier 40, south of Delaware avenue. It is up the river from the navy-yard.

Q. And this was down the river?—A. Yes, sir; at Greenwich Point.

Q. Between the old and new navy-yards?—A. Yes, sir; not quite half-way. Greenwich Point is pretty nearly opposite Gloucester.

Q. You had no doubt that that was material from the navy-yard?—A. Not the slightest doubt. I was a detective under Commodore Hull in the spring of 1864. He told me to visit all the shops and every place connected with the yard, and see that everything was conducted right, and see that there was no fraud; that nothing was hidden and nothing thrown over the walls or out of the windows, as had been the case. I made several arrests and captured several boat-loads of stuff at the navy-wharf. I was employed also by Captain McComb. I was employed in the absence of Detective Russell, and took his place. Captain Geddis employed me a good many times.

By Mr. BURLEIGH:

Q. That covered a part of how many years?—A. It is over twenty-five years since I have been acting as a watchman and non-commissioned officer in the service of the United States.

Q. How many years have you been in the navy-yard as a marine?—A. Fourteen years.

Q. During that fourteen years have you been in the navy-yard?—A. Yes, sir; as a watchman and a detective.

Q. When you were riding upon this cart, where you lifted this canvas and saw the sheet-copper, did you or did you not have a conversation with the driver?—A. Not a word.

Q. Didn't you have interest enough in it to know where that was going?—A. I took interest enough in it to know that it was Government property at the time, and was confident of it. But it would be as much as my life was worth to open my mouth. Those teamsters were well paid, as was well known.

Q. You don't know that.—A. I have seen men on two or three occasions who got themselves very badly hurt.

Q. What occasions do you refer to?—A. Why, for asking if that was Government property that was going out of the yard.

Q. Was that the time the yard was being cleaned out?—A. Yes, sir.

Q. Two or three men got badly beaten; do you know that fact?—A. Yes; I heard it. I saw one of the men myself that got badly beaten.

Q. Why was he badly beaten?—A. For interfering about this stuff being thrown over the walls, asking if it was not a shame to see such plunder as that taken. He was set on by a set of blackguards. It was thrown over the wall into the street from the inside of the yard on nights so dark that you could hardly see your hands before you, with lights lit on both sides of the yard and teams both in and out. They were a set of thieves.

Q. You could not hold the officer of the yard responsible for that, could you?—A. No, sir; I would not hold him responsible for anything that was carried on there. My orders at League Island, as watchman, were to allow no contractor and no man, under any circumstances, to use anything belonging to the Government, without special permission from the civil engineer, Captain Hooker, or the commodore of the yard. One of the contractors was using a derrick. I asked him if he had permission, and he told me that he would report me at Washington and take my star off me. It was the means of having me discharged.

Q. Who was that?—A. I believe his name was McKay.

Q. When was that?—A. This was in the beginning of the moving of the ordnance stores. They were taking the derrick on a small railroad-truck for short hoisting over to the ordnance to lift heavy shell. It was on my beat or I should not have interfered; my orders were strict, that under no circumstances should they use car-trucks, derricks, or anything belonging to the Government, without special permission. Even the American Dredging Company could not use their own derrick or move their own pile-drivers without bringing us a written order from the civil engineer's department.

Q. You intended to carry out your orders?—A. I did. I told him he must get permission. He told me to go away and not stop the work. I cursed him, and he told me that he would turn round and kick the head off me. I had a rifle there, and if he had attacked me I certainly should have leveled him to the ground. If he had kicked me he never would have kicked another person. I would have risked my neck.

Q. Were you discharged from the island?—A. Yes, sir.

Q. In consequence of that?—A. I blame nothing else but that.

Q. How long after this happened was it before you were discharged?—A. When he told me that he would kick me, I told him to come on, I was ready. I reached my hand behind me for my rifle. We carried a rifle from the station-house at night; and I used to carry a cutlass at night. There was a great deal of property laying in the ordnance department, which had neither lock nor key, and we had to stand by that at night.

Q. How long after this altercation which you had with McKay were you dismissed?—A. About six weeks afterward.

Q. And you think your dismissal was owing to that?—A. I do. A gunner came to me and told me that he would run me off the island. I told him I cared for no man as long as I did my duty, and Captain Hooker knew it.

Q. Who was he?—A. He had command of all the fleet at the island and commanded the watchmen. Captain Wilson holds that position.

Q. When did Captain Wilson take Captain Hooker's place?—A. I think it was early in September.

Q. When was this trouble which you had with McKay?—A. It was at the time of the removal of the ordnance stores, shot, shell, grape, canister, and shrapnel, from the old navy-yard to League Island. I think it was the latter part of October. I would not be positive.

Q. You were then working under the orders of Captain Hooker?—A. We were still working under his orders. They were never countermanded, and there is a part of them that have not yet been countermanded. Captain Hooker was relieved about the time they commenced to remove the ordnance stores.

By Mr. BURLEIGH:

Q. Do you know anything further in relation to the property of the Government being removed from the navy-yard, or from scows while being transported from the navy-yard?—

A. Nothing further than what I have stated, except as to the destruction of Government property. On Sunday, as I went on watch at 12 o'clock, McKay's men had a very heavy piece of machinery, called the "spider," on two trucks. There was a small derrick rigged in the corner for lifting foundation-stone into those small cars. There were two 900-pound shot and two brass pieces on the end of it, and there were three or four large foundation-stones lying on it to keep the derrick down. I told the foreman that it would not bear the weight, and if he broke it I would hold him responsible for it; that I would arrest him on

the spot and take him to the station-house. I also called the attention of Mr. James Dugan, a gunner in the service of the United States, who was acting as foreman for McKay, to it, and asked him if he would allow this piece of machinery to be taken up by that derrick. He said yes. I told him that took the responsibility off of me. They lifted the piece, and as soon as they got a strain on it the derrick fell on top of it and the machinery came off the trucks, breaking three or four wheels and the elevating screw. The thing was dropped and I have never heard anything more about it. On several occasions I made reports in the line of my duty. I made one to Captain Wilson, about a box of books belonging to the navigation department being broken open and some of the books missing, and I have never heard anything else about it. There were reports about doors being left open at night and Sundays.

Q. Were you a watchman in the yard at the last cleaning-up, when they were taking out the iron?—A. Not in the yard. I was at League Island. I was never watchman in the old yard. All my experience as a watchman was at League Island.

Q. Do you know how long that scow laid at Greenwich Point?—A. I can't tell that. Her decks were more than half bare when I saw her. More than one-half of her cargo was out.

Q. That was in the evening, when you were going home?—A. No, sir; it was in the morning. I left the island at 8 o'clock in the morning, and I walked around the bank, and I know it never took me more than an hour to reach home, and I should judge it was close to 9 o'clock in the morning when I saw this affair at Greenwich Point.

Q. Did you see any more similar teams going by your house that day?—A. No, sir; none used to pass out of the yard during the day-time.

Q. I asked you if you saw any similar loads coming from Greenwich Point by your house.—A. None ever came by my house; they turned up Mifflin Road. They didn't come by the old yard.

Q. Where were they going up Mifflin Road?—A. Up to Third street, to take the track to any other street they chose. They had only three squares to go when they got to the railroad-track.

Q. You didn't know where they went to?—A. I couldn't say that. I never followed them.

Q. This was 9 o'clock in the morning. Did you not have curiosity enough to watch if any more teams with that kind of material came up that way during the day?—A. No, sir.

Q. Did you have curiosity enough, on your return to the navy-yard, to notice whether that scow was lying there?—A. No, sir; I was shaking pretty badly with the chills and fever, and they came on about 11 o'clock. I intended to go out that day.

Q. Do you know of any other person who saw that vessel lying there?—A. I couldn't say that. I saw several persons there, but I can't name them.

Q. Do you know anything more in relation to that scow?—A. No, sir; I can't say that it was Government property, but my opinion is that it was.

Q. You didn't have curiosity enough to find out the name or number of the scow?—A. I know the owner of the scow was standing in her stern.

Q. How do you know that he was the owner?—A. I know he was, because I spoke to the man. I asked him how long he had been lying there, and he asked me what business it was of mine. I don't know his name.

By Mr. JONES:

Q. Did you know the name of the scow?—A. I did not, for there was a canvas thrown over her stern.

Q. Was it one of the scows used in transporting material from the old yard to League Island?—A. To the best of my knowledge it was; but I can't swear positively, on account of the covering of her stern. I judged from the material that she was one of the scows that left the old yard for League Island.

Q. Did you report to any one of the Government officers that you saw this scow at this place with Government property on board?—A. I did not.

Q. Why didn't you?—A. Because I couldn't say at the time that it was Government property.

Q. Why shouldn't you have made a report that you suspected it if you were a watchman at League Island? Wasn't it your duty as a watchman to do that?—A. I neglected it.

Q. Why did you neglect it?—A. Because I didn't think it was necessary for me.

Q. You didn't think it was necessary if you saw Government property being hauled away to report it to the Government, you being a watchman on League Island; you didn't think it was anything that came under your duty to report?—A. No, sir; I did not. I heard so much talk about the yard about taking this and that thing that I went there merely for curiosity.

By Mr. BURLEIGH:

Q. Did you have any fear that something would happen to you if you made such a report?—A. Yes, sir; I did. I had been told previous to that it was my vigilance in 1864 and fore part of 1865 in the old navy-yard that kept me out of many a good situation under the Government in the navy-yard: and since that time it was told to other parties that I was too vigilant a man to be kept in the navy-yard. I did my duty without fear or favor to any

person, and on that account, having a large and helpless family, I kept myself still and didn't make any report of it to any authorities at League Island. That was my only reason for not doing it.

Q. Where do you reside?—A. I lived at 115 Federal street at that time.

Q. Was that near by the old navy-yard?—A. Within eight doors of the old navy-yard gate.

Q. Did you say at the time of the removal of the navy-yard to League Island, teams did come out of the navy-yard at night loaded with Government material?—A. You have understood me to say that I supposed it was Government material that was in them.

Q. Why did you suppose that?—A. Because I saw the stuff covered with old canvas. I supposed if it was honest material that was in the wagons no man need be afraid to travel with it night or day.

Q. Did you make a report in that case?—A. I did not.

Q. What was the reason?—A. On account of fear that I would be removed, and that was the only thing that prevented me from making my reports.

Q. How many teams did you see go out by night that way?—A. I saw three teams one night, and another night I went for a doctor, my wife being taken sick, and I think I saw two teams.

Q. How many more did you ever see?—A. That's about all I took notice of.

Q. Did you understand or have any intimation from any one that that was property that came from the yard?—A. I did not.

By Mr. BURLEIGH:

Q. Why do you say that this property came from the yard?—A. I merely suspected it on account of its being covered.

Q. Were these teams heavily or lightly loaded?—A. Pretty heavily loaded. I could judge by the springs how they were loaded.

Q. Do you think these teams were loaded with metal?—A. Yes, sir. There is a grade on Federal street, and I can tell by the pulling of a pair of horses, and they were heavily loaded.

Q. Did you watch these teams?—A. I did, going up as far as Second street.

Q. I mean as regards their being heavily loaded.—A. Yes, sir; and to the best of my belief they were pretty heavily loaded. There were two horses with these low sugar-trucks.

Q. What time was it you saw them going from the yard?—A. About half-past 11 or 12 o'clock at night; and the next night it was nearly 11 or 12 o'clock as I was going for the doctor.

Q. Can you tell the date of that?—A. I will get it, sir.

PHILADELPHIA, April 14, 1876.

ALEXANDER H. KANE sworn and examined.

By the CHAIRMAN:

Question. Your business-house, as I understand you, is located opposite the Queen-street warehouse, being the warehouse owned by the Pennsylvania Railroad Company?—Answer. It is.

Q. State if at any time you saw any copper brought to that warehouse, by whom brought, and what time of the day; what time of the day it was carried off; and then state the quality thereof, whether new or old, and all you know about it.—A. It was composition gun-screws, bearings for engine-journals, and such things as that. I saw it come there in the morning about 7 o'clock, or perhaps a little after 7 o'clock.

By Mr. BURLEIGH:

Q. Was it brought by scows or by teams?—A. By teams. I can't say how many car-loads, but a number of furniture-car loads were brought. In the afternoon it was commenced to be taken away about 1 o'clock.

Q. Was that old or new?—A. The greater part was new. Pretty much all I saw that day was new.

Q. From what you saw of it would you pronounce it fit for present use?—A. Yes, sir; it was new. In fact, several of us went over and looked at it, and we were astonished that the Government would sell such stuff.

Q. As to the date?—A. It was during the period of time that the Government was removing material from the old yard to League Island.

Q. That is, during this last fall and winter?—A. Yes, sir; at that time several of us pronounced it new.

Q. Was that a large or small quantity?—A. I can't tell as to the number; but was a very large quantity. I presume 25, 30, or 40 tons; may be less and may be more.

Q. And you say it was moved the same day?—A. Yes, sir; most of it. I can't say that it was all removed that day. It was taken in and taken out the same day.

Q. Was the navy-yard open at the hour in the morning when you first noticed it?—A. I

can't say positively whether it was or not. It was very early in the morning; it was not later than 7 o'clock.

Q. Under navy-yard regulations they don't open at that hour of the day?—A. They open at 7, I think.

Q. How far is that place from the yard to Queen-street wharf where they put the copper?—A. About two squares.

Q. Would you say that the distance was one hundred yards, two hundred yards, or three hundred yards?—A. I think it is six or seven hundred yards.

Q. By what authority or what way it came there other than you have stated, you don't know?—A. No, sir.

Q. To whom it belonged or by what authority they obtained its removal from the yard you don't pretend to have any knowledge?—A. No, sir.

Q. Do you know where any other property removed from the navy-yard was housed or stored?—A. I do not.

Q. Do you know of any impropriety or irregularity about the navy-yard management?—A. I do not, except as I have stated.

Q. Have you any information on that subject, the sources of which information are available to this committee?—A. I can't say I have. The supposition is that it was not coming in and going out just right.

Q. Was the coming in and going out at that warehouse such as to excite suspicion and mistrust that the affair was not being managed properly?—A. Yes, sir; it was remarked by all of us.

Q. That it was something out of the usual course?—A. Yes, sir.

By Mr. BURLEIGH:

Q. I believe you said that this composition metal was new?—A. Yes, sir.

Q. And that several of you went to look at it?—A. Yes, sir.

Q. Can you tell the committee what shape it was in?—A. It was in bearings for engines, gun-screws, composition, &c.

Q. Were there any bars?—A. No, sir; not to my knowledge.

Q. It had been all worked into some form?—A. Yes, sir. It was all manufactured.

By Mr. JONES:

Q. Do you know where it was sent when it went from the Pennsylvania Railroad warehouse?—A. I do not, except that I was told it went to Seyfert, McManus & Co.

Q. Did you see any composition or iron lying at the wharf of this warehouse?—A. Yes, sir.

Q. What was it in?—A. Canal-boats.

Q. How many canal-boats did you see it lying in at the wharf?—A. I can't tell you how many; there were several canal-boats unloaded there.

Q. How much should you think there was unloaded from these canal-boats?—A. I should think probably five or six hundred tons of iron or composition.

Q. How much of it should you say was composition?—A. I can't say as to that.

Q. One, two, three hundred tons, or half of it?—A. I suppose there must have been over one hundred tons, as near as I can tell; there might have been two hundred tons.

By Mr. BURLEIGH:

Q. Did you see any one large pretty largely loaded with composition?—A. Partly so.

Q. Did you see any one the chief load of which was composition?—A. I can't say positively as to that. I saw one or two partly loaded with composition, but I do not know whether the chief part of the load was copper or iron.

By Mr. JONES:

Q. Was any of this composition or copper what they term pig, as it comes from the furnace?—A. No, sir; I didn't see any of that kind, to my knowledge.

Q. Was any of it in sheets, either brass or copper?—A. No, sir; I didn't see any.

Q. Copper pipes?—A. I saw copper pipes.

Q. Was it in bolts or bars?—A. No, sir. None that I took notice of.

Q. Do you know who this property was in charge of at the time it was being taken in and out of the warehouse?—A. Mr. Reynolds was the man all the time around there. He was a man with one arm.

Q. Do you know whether this property was weighed when it was taken into this warehouse or when it was sent away from this warehouse?—A. No, sir.

Q. You saw no weighing when it came in or went out?—A. No, sir.

Q. Did you see any weighing when it was taken from the boat or scow to the warehouse?—A. No, sir.

Q. Did you see any hauled away from the scows in what you term furniture carts or wagons?—A. Yes, sir.

Q. Any of that didn't go into the warehouse?—A. That I can't say.

Q. I understood you to say that there was iron aboard these scows with this composition and copper.—A. Yes, sir.

Q. Where did that iron go to?—A. Most of the iron went into the store-house; some of it was new.

Q. What description was that new iron?—A. It was in bars, flat and round, and shaft-iron, say 6 inches.

Q. Six inches round shaft-iron?—A. Yes, sir; 6 and 2 inch and along there.

Q. Was there any small round iron, $1\frac{1}{2}$ or $1\frac{1}{2}$ inch, bars of natural length?—A. Yes, sir.

Q. Was there any bar-iron from $\frac{1}{2}$ inch thick to 2 inches and 3 inches wide, such as you would see in a common iron-store for retail purposes?—A. Yes, sir.

Q. That was taken out and put in the store-house?—A. Yes, sir.

Q. Then you saw a lot of heavy square plate-iron from 4 to 6 inches?—A. Yes, sir; very long.

Q. Was the long square iron or the small round iron and the small bar-iron from $\frac{1}{2}$ inch thick to 2 inches wide and along there?—A. It was mostly large iron.

Q. Was there a considerable amount of this round iron and this bar-iron, such as is generally used by blacksmiths in building ships?—A. I saw several loads. I can't say how much there was. I didn't pay particular attention to it.

Q. A considerable amount of that description of iron was on board of these boats, such as you would usually see in an iron-store here?—A. Yes, sir.

Q. How many tons of that kind did you see removed from the barges to the building, to the best of your knowledge?—A. I can't say how much; I didn't pay enough attention to say.

Q. Was there ten, twenty, twenty-five, or thirty tons?—A. It might have been that or more.

Q. Should you think it was forty or fifty tons?—A. I wouldn't like to say how much.

Q. You know it was a large amount?—A. It was a considerable amount; yes, sir. I think there was more of the big round shaft-iron.

PHILADELPHIA, April 9, 1876.

GEORGE C. HAMMILL sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am in the wine and liquor business.

Q. Do you know Mr. Nathaniel McKay?—A. I do.

Q. How long have you known Mr. McKay?—A. I suppose in the neighborhood of a year.

Q. You never knew him until he came to Philadelphia to enter upon his contracts in the Navy Department, did you?—A. No, sir.

Q. Do you know most the officers of the navy-yard?—A. I know some few of them.

Q. State whether at any time you have, at Mr. McKay's request or by his order, made presents or sent packages of wines or liquors to any gentlemen holding positions in the navy-yard?—A. I have.

Q. State in detail, as near as you can recollect, just what you did in that respect.—A. I cannot give you the articles exactly; there was some champagne and whisky sent.

Q. State as near as you can the quantities, and to whom they were sent.—A. I cannot remember the exact dates on which I sent the packages or the names. There was a case of wine sent at one time and another case at another time. I cannot call the officers' names to mind now. I think Mr. Hartt got some. I will not be positive whether Captain Welles did or not.

Q. Did Mr. Hoover receive any?—A. No, sir.

Q. Did Mr. Briscoe get any?—A. I think he did. Those are about the only ones.

Q. Do you remember other men to whom any was sent?—A. If I am not mistaken, I think one of the cases and the whisky was for one party.

By Mr. HARRIS:

Q. Was that for Briscoe?—A. No; I think that was Mr. Hartt.

Q. When you speak of a case do you mean a dozen hottles?—A. Yes, sir.

Q. A dozen hottles of champagne and a dozen bottles of whisky at different times you think went to Mr. Hartt?—A. Yes, sir.

Q. And the champagne to Briscoe?—A. I think that is the name.

Q. Is that all that you have sent to his order?—A. Yes, that is all.

Q. What is the value of a case of wine?—A. I charged him \$28.

Q. What is the value of a case of whisky?—A. I think the whisky was \$24 a case.

Q. Have you, at the procurement of any other person, made similar presents to officers of the Navy?—A. No, sir.

PHILADELPHIA, April 21, 1876.

GEORGE C. HAMMILL recalled and examined.

By Mr. HARRIS :

Question. In your prior testimony you stated that you remembered to have delivered two cases of wine and one case of whisky to officers of the Navy Department by order of Mr. McKay. Have you, upon examination of your books, ascertained that that was a correct statement?—A. Yes, sir ; I have the memorandum with me. In the case of whisky there were six bottles instead of twelve. There was one case of champagne in one order ; six bottles of whisky.

Q. To whom were these articles sent?—A. They were delivered to Lieutenant Briscoe, and I think Mr. Reeder ; they all went to the care of Naval Constructor Hartt. The first goods named, which are marked Germantown on the memorandum, were sent there, but I do not know the names of the parties ; they were not sent to the navy-yard.

Q. Where did you get authority for saying that a case of that champagne was intended for Mr. Reeder?—A. It was all delivered to Lieutenant Hartt himself at the navy-yard.

Q. Do you mean to Edward Hartt?—A. Yes, sir.

Q. Does your book show that any of it was for Briscoe?—A. Yes, sir ; it was all delivered to Hartt.

Q. Can you state whether or not the packages as sent were marked for Briscoe and Reeder?—A. No ; they were not.

Q. They were marked for Edward Hartt?—A. Yes, sir.

Q. So that when they left your store and went into the hands of the messenger who delivered them they would show merely that they were intended for Mr. Edward Hartt?—A. Exactly. McKay came into my store, and I think Briscoe and Reeder were with him. He had these cases sent down to those gentlemen. He said, " Just deliver those goods to Mr. Hartt, at his quarters ;" which was done.

Q. Have you stated all the liquors which were delivered to Mr. Hartt?—A. Yes, sir ; those are all the transactions which I have ever had with Mr. McKay.

Q. Did you ever deliver goods to Mr. Hartt on his own order?—A. No, sir.

Q. Have you had any other dealings with Mr. Hartt than those?—A. None in the world.

Q. Have you seen Mr. McKay since you were last called before the committee?—A. No, sir ; I have not.

Q. Have you written him?—A. I have not.

Q. Have you had any communication with him in any way or form?—A. None whatever.

Q. Have you expressed a desire to see him?—A. No, sir.

Q. Did you not express a desire to the officer in attendance here to see Mr. McKay?—A. I thought he might be over here. I asked him if McKay was here.

Q. Why did you want to see him?—A. For nothing special. I did not know whether it was by his authority that I was called here, and I was not sufficiently posted in the matter to know what to do.

Q. You have not seen him, however?—A. No, sir ; I have not exchanged a word with Mr. McKay since he purchased those goods, except merely to say, " How do you do ?"

Q. You have stated all goods delivered by you to him, or which he ordered from you for other persons?—A. Yes, sir.

By the CHAIRMAN :

Q. State whether at any time Mr. McKay and the officers of the yard, or any of them came to your establishment and drank a good deal of wine.—A. No ; they never drank any wine there ; they merely came in and took, I suppose, a couple of drinks of whisky, staid there and chatted and smoked a while, and then left. I don't suppose they ever drank a bottle of wine there.

Q. Who were those officers?—A. I think Mr. Briscoe was one and Mr. Reeder another ; and there was also, I think, an officer named Wells. Mr. Hartt was there once or twice with them.

Q. Have you shipped or sent no other wine than you have testified to?—A. No, sir ; those are the only cases.

Q. Or any articles of any description?—A. No, sir.

By Mr. HARRIS :

Q. I notice upon the copy from your books which you have brought in the following transcript : " September, 1875, one case champagne, \$29 ; 2 bottles brandy, \$8 ; 2 bottles whisky, \$4 ; 2 bottles sherry, 4 ; total \$45," marked " Germantown." To whom was that sent?—A. I do not know the parties named ; Mr. McKay gave me the order. It was sent to a Dr. somebody, in Germantown. He wrote the address on a little slip of paper, and my boy marked it on the case ; it was entered on the book and charged in that manner.

Q. Do you know whether that doctor was connected with the navy-yard?—A. I do not know. I do not know his name ; I have no memorandum of it. I have given you a memorandum of all the liquors of every kind which Mr. McKay bought of me.

PHILADELPHIA, April 18, 1876.

GEORGE W. MITCHELL sworn and examined.

By the CHAIRMAN:

Question. Were you ever in any way connected with the navy-yard in this city?—Answer. I have been, as quartermaster for Mr. Hartt, the constructor.

Q. How long?—A. I have been in his employ about two years this last time.

Q. Were you there during the removal of the property from the yard?—A. Yes, sir.

Q. State whether you saw any unlawful appropriation of the property by any one during that time?—A. It did not come under my notice. I saw buildings torn down and a great deal of destruction, but I was busy attending to the Constitution. I had a great many men employed as shipwrights. It was as much as I could do to attend to my own business. I thought there was a great deal of unnecessary destruction. It used to make me mad once in a while to see them tear the walls down on the timber.

Q. Do you know anything about anybody stealing any property there?—A. No, sir; that was in every day's report, but I didn't know the fact.

Q. Did you see anything wrong going on there?—A. No, sir; not while I was there. They were working night and day.

Q. Were there sufficient guards and watchmen to protect the interests of the Government?—A. There were enough watchmen and marines about there, if they were stationed there for that purpose. They were loading scows and steamers at all the wharves around or about the yard.

Q. Do you know anything about men being rated as skilled mechanics who were not?—A. Yes, sir; there has been plenty of that.

Q. Do you know who was responsible for that?—A. It appeared to me that they came from the Department, apparently. I have often spoken to those men, and they told me I had better mind my business; that they were Department men.

Q. Do you know anything about false mustering; that is to say, men being on the payrolls who were not there to do duty?—A. Not in my department among the shipwrights. I had a large gang, and had them on my hook. It was my business every day to see that they were there; and if they were not there I would not report them as being on duty. Outside of construction, however, I cannot say.

Q. Was that employment of men as skilled laborers, rating them as first-class mechanics, carried on to any considerable extent?—A. No, sir; but I think there was a great deal of trouble made about that up there. Men would be recommended in our department and put in as ship-carpenters, who never worked a day at the business. They were joiners or house-carpenters. They were sent by the Department, and were not fit or capable to do our work. After a while they would be transferred to another department, if there was an opportunity. I had the supervision of a great many men there, and I had a chance to see these things. I have heard Mr. Hartt often say that if they would give him the men, he could do the work. On the Constitution they had a tiptop gang, having sifted the others out.

Q. Do you know anything else that was wrong?—A. In our department I do not think I saw anything destroyed.

Q. Have you any knowledge of wrong conduct occurring in other branches of the service there?—A. No, sir. I believe if Mr. Hartt had finished the frigate Constitution, it would have been done for the same price that will now have to be paid for her.

Q. Was there any reason why she could not have been finished previous to her passing into the hands of the contractor?—A. I hauled her ashore, and she laid a long while, and we didn't do anything to her. Then we had orders to go on with her. I had my own gang of 50 or 75 men on her then.

Q. Now, as to the mode and manner of her removal. Was it a loss to the Government?—A. I think so. I looked at it in this way: The timber they transported to League Island for her has now to be transported over to Camden, and it is going to cost in the neighborhood of \$2,500. They should have repaired her at the south wharf. I had timber and lumber prepared for her before she left.

Q. And that timber and lumber that you prepared for her had to be transported from the island to the contractor?—A. Yes, sir.

PHILADELPHIA, April 17, 1876.

ALBERT R. SCHOFIELD sworn and examined.

By Mr. BURLEIGH:

Question. What is your business?—Answer. With the assistance of four others, I have charge of the old navy-yard, which now belongs to the Pennsylvania Railroad Company.

Q. What was your business prior to that time?—A. I am a lawyer by profession, but I have been connected with the Pennsylvania Railroad, directly or indirectly, for a number of years.

Q. As its legal counsel?—A. No, sir; associated with counsel.

Q. Do you find any trouble in keeping people off from the old navy-yard ground whom you consider have no right there?—A. Not at the present time. We did, however, when the company first took possession of the yard. At that time there was no fence on the river side. When I first came there I think there were 22 men employed. The force, however, has been reduced until at the present time there are but five, including myself.

Q. What was the object of having those 22 men employed there?—A. There was supposed to be a great many things lying loose in the yard, such as iron and things of that kind.

Q. Didn't those things lying around loose belong to the United States?—A. Our understanding was that the company purchased everything that was there.

Q. Whether it was loose or a fixture?—A. Everything that was on the property.

Q. Has the company had everything that was loose or a fixture?—A. They have had everything, as I understand, since the day of the purchase. I have understood that some cannon were taken away, which the company claimed; and the question was then raised as to whom they belonged, and I understood that Mr. Frank Thompson stated that everything which was fixed to the property was supposed to be included in the purchase.

Q. You say that there was iron lying around loose?—A. There was a great deal of iron connected with the ways, iron windows, iron doots, and frames and things of that character. All the flooring of the yard was fastened with iron spikes.

Q. Did your company claim all which was loose and hold it?—A. Yes.

Q. Is there any question between your company and the Navy Department in relation to that matter?—A. I never heard of any. I received an order some time ago from Mr. Pugh, the general agent, to permit some one to come in to examine in relation to scales, and if they found them to take them away.

Q. Were the twenty-two watchmen whom you put in to keep off the navy-yard people if they came for material?—A. They were to keep off everybody.

Q. Did the navy-yard people attempt to come in?—A. Nobody came officially or by authority.

Q. Has there been any demand for the material left there?—A. Never since I have been on duty at the yard. I went there on the 1st of March.

Q. What is the value of that material other than the fixtures?—A. I do not know that. There are a great many things lying about. There are bricks there which have been thrown down, and also some frame buildings.

Q. Have you removed any of those frame buildings?—A. There was one taken down. I know parties who have come there and offered to buy the material. That is, they wanted to have the privilege of looking around the yard and picking up what iron they could find. There is a good deal of iron in the ways. There was a great number of large hinges on the doors that were torn off the buildings.

Colonel Scott, in his report, says that the purchase was twenty-three acres, and with the right to the port-warden's line it would include five additional acres.

Q. How many wharves were there?—A. There is the north wharf, the wharf under the north shears, the stone basin where the dry-dock was situated, and the south wharf. I think there were about four wharves and the stone basin.

Q. Are the shears which are left standing there claimed by the Pennsylvania Railroad Company?—A. Yes.

Q. How many are there?—A. Two pairs; there was the north shears and the south shears. There was a building behind the tower called Johnson's monument. That building Mr. Webb, the carpenter, sold by direction of Mr. Pugh, the general agent, to William H. Simpson for \$25, he taking it down and taking it away. It was in the way of the double tracks extending through the yard.

Q. Has there been any estimate made by your people of the brick left in the yard?—A. No, sir.

Q. Have you ever made any estimate yourself?—A. I have not.

Q. Have you made any estimate of the value of any of the material lying around?—A. No, sir.

Q. How many bricks should you suppose there were there?—A. A gentleman was there one day who appeared to be conversant with the subject, said that he would give \$100,000 for the brick.

Q. Did he make that offer to you?—A. No; but he made that remark, saying that was the value of the brick lying around; that is, if the buildings had been properly taken down. We often have parties there who want to purchase a few thousand bricks, but our instructions are not to sell.

Q. Are those bricks for sale, in point of fact?—A. No, sir. The general agent's directions to me were that if I knew any parties who would clean them, to let those persons forward to him estimates of what they would clean and pile them for by the thousand. The intention was to use them in the erection of whatever buildings might hereafter be put up on the premises. There was a building on the south wharf called the engine-house, where they used to have an engine for the use of the shears. That was torn down and given away to a couple of young men that came there in a boat. It was in the way of the platform.

By the CHAIRMAN :

Q. From what you have observed in that navy-yard since you have been there, in the removal of the property, does it not bear evidence of wanton destruction, haste, and confusion?—A. There is no question about it; it does not admit of an argument. It looks to me like a disgrace, and everybody who goes there remarks that.

Q. Do I understand you that you have been in the service of the Pennsylvania Company for a number of years past?—A. Yes, directly or indirectly, off and on.

Q. Do you know of any efforts made by the Pennsylvania Railroad Company to possess themselves of that property prior to its sale?—A. No, sir; I knew nothing about it till I saw the account of the sale; it was then intimated in some of the papers that the Pennsylvania Company had purchased it; but in the same papers it was stated that the Baltimore and Ohio Company had made the purchase.

Q. State, if you know, whether the possession of that piece of property was a necessity to the Pennsylvania Company.—A. That I cannot say.

Q. Was it of any advantage; and, if so, what advantage to them?—A. It necessarily was a great advantage to the company, from the fact that the company owned property or leased property in its immediate vicinity, and it also had great water facilities, being on the water-front. They have the Reed street property, directly to the south of it, which is leased; they also own or have leased the property to the north, but between them and this property the Baltimore and Ohio and the Philadelphia, Wilmington and Baltimore Railroad Companies have depots; that is to say, between Prime street and Washington street.

By Mr. BURLEIGH:

Q. And the navy-yard was in the way?—A. The navy-yard was clearly between them.

Q. So that they could not bring their properties together unless they had the navy-yard?—A. No, sir. The tracks, as you observe, were originally extended to up within certainly not over three or four yards from the south line of the navy-yard property.

Q. What tracks are those?—A. The tracks of the Delaware extension.

Q. Do they belong to the Pennsylvania Company?—A. Yes; they run from West Philadelphia, and come down over what is called the Junction Road, under Market and Chestnut streets, and then down across through the almshouse property across the Schuylkill to the bridge, running along the north side of the arsenal wall and extending southeast till they run to Greenwich Point.

Q. That is that short line, ending abruptly with the navy-yard, running parallel with the river?—A. Yes. From Greenwich Point it runs north by Commercial avenue, striking Swanson street.

Q. Is it the object of the company to have a railroad-line parallel to the river, to the railroad-wharves?—A. Since I have been there a single curve track has been made from the north line just outside of the gate, north of Reed street, by the sugar-house, to the south wharf, which has been used for the purpose of unloading goods for the Centennial. Four vessels have unloaded there, three being from France and one from the Mediterranean. Then the intention is to have a curve from the straight track, which is now nearly finished, up to Prime-street wharf, the intention of which is, when they get the right of way from the Philadelphia, Wilmington and Baltimore and the Baltimore and Ohio, to cross their roads on Swanson street, between Washington and Prime, and to connect with the Delaware-avenue and the Swanson-street track. The Delaware-avenue track is now connected with the old Southwark Railroad, leased by the Philadelphia, Wilmington and Baltimore. That will then give them the right to run to Dock-street wharf, to the purchase which they obtained by buying out the Philadelphia, Camden and Amboy Road.

Q. Then it was necessary to have the navy-yard in order to make the connection?—A. Yes; this perfects its connection between the north and the south. Last week they laid out another track from the north track. When the connection is completed, that will give them two curves and a double track through the yard.

By the CHAIRMAN :

Q. Do you know whether Mr. Welch, or Mr. Cochran, or Mr. Rawle are stockholders or officers in the Pennsylvania Railroad Company?—A. I do not. I do not know whether either one of them has any interest in the road, directly or indirectly. I know that Mr. Cochran was a member of the legislature, and his character for honesty and integrity stood as high as any man that was there.

Q. Have you any idea of the value of this property?—A. Without the wharf facilities, I think the property is very dear. If you take the streets out of it, you will find it is \$12 a foot, which I would not give for any ground in that vicinity, except for the advantage of connection with the river-front. That makes it very valuable.

Q. With the advantages of the water-front and the wharfage facilities, what do you say as to its value?—A. I say that it is a very valuable piece of property to the Pennsylvania Road, more so, I suppose, than to the Baltimore and Ohio or the Philadelphia, Wilmington and Baltimore, because they have property both above and below it, while the Baltimore people have property only on one side.

Q. Would not its wharfage facilities be of advantage to a steamship company also?—A

Yes. The wharves are not now filled in nearly out to the port-warden's line. They are all of a very inferior character and very narrow.

Q. Suppose the wharfage facilities of the yard had been cut off, so to speak, or that it had been sold in that way, in your judgment would the Government of the United States have realized more money?—A. I think not. I do not think if the property had been cut and sold in building-lots it would have brought that money, \$12 a foot.

Q. Suppose you had taken just the line of your railway running through it, and had sold that part which borders on the water-front, and then that part on the west side had been cut up into lots; in that manner could not the United States have realized more money than has been realized by the sale?—A. I do not think so. Taken as a whole, it was of more intrinsic value than it would have been if separated, because while the river-front would have brought a good deal of money, the other part would have brought nothing, comparatively, in that locality, as Philadelphia all grows up to the north and west, following the stream. It is a God-forsaken country down there in any event. There are very few houses of any character at all, excepting frame houses.

Q. Suppose the property had been sold with the buildings on it. Looking to the amount which has been paid by the Government for the transportation of those buildings, and for their taking down, state whether as a business proposition it would have been to the interest of the Government to have permitted the buildings to remain, and to have sold them in connection with the property, or whether it was to their interest that they should have been torn down and then transported to League Island?—A. My judgment is very clear in answering that question, that it would have been far better, not only for the Government but for the Pennsylvania Railroad Company, if they had purchased the buildings standing; that is, if the Government had moved out and left the buildings intact. There is no doubt they would have made a great deal more, because as the company bought the buildings were worthless. They were destroyed. The Government has, I suppose, received no intrinsic value by the removal. Take, for instance, the stores along the north line of the property. Judging from the brick and mortar lying around, it looks as if they had just toppled them down and let them break. It does not look as if they had taken any of them away. There are certainly now in some places seven or eight or nine feet of brickbats and rubbish lying heaped up.

Q. As I understand, you were not present at the time the Pennsylvania Railroad Company took possession of the property?—A. No, sir; I was not on the property for some months after the purchase.

Q. Do I understand you that the Pennsylvania Railroad Company claimed that everything lying in the yard, lumber, billets, nnts, scrap-iron, brickbats, copper, lead, and everything else belong to them?—A. My instructions are that everything which is within the inclosure and the fence out to the end of the walls is the property of the Pennsylvania Railroad Company, and I am directed not to permit anything to be taken away.

Q. Can you approximate the value of that loose material which is lying in the yard and which was there at the time you took charge?—A. I cannot. We took, I think, not less than a thousand pounds of lead out of a box or place where they used to have wheels kept. That was taken out by the track-men and sent over to the shop. From time to time we find copper. We find little bars of lead, and digging one day in the sand to get a shovelful to stop some water, a number of small bars were found, weighing a pound or so each. We found about twenty of them. We often find common balls. I think there is a big shell there which will weigh nearly six hundred pounds. I could not, however, put any value on the property.

PHILADELPHIA, April 18, 1876.

THOMAS GRADY sworn and examined.

By the CHAIRMAN:

Question. Were you ever connected in any way with the navy-yard at this place?—Answer. I hauled there for about two weeks for McKay.

Q. State if at any time during the period that you were so employed you noticed anything wrong going on about the yard; and, if so, what it was.—A. Sometimes we worked there at nights. As far as I can understand, a man named Reynolds had boats down at the south wharf. We hauled iron down there, and hauled it to the north wharves, but I could not say where it went to.

Q. The iron hauled to Reynolds's boats was that which was taken off from the yard up to the warehouse, was it not?—A. No, sir; the iron was taken from where it was stored down to the boats.

Q. You don't know which way the boats went?—A. I do not.

Q. Was the iron which you took to Reynolds's boats and to the north wharf taken from the same pile?—A. It was in the same building. Every size of iron was by itself. There were all sizes of iron used in the Government business in there.

Q. When you came to haul from one pile, did you haul from that pile to both Reynolds's

boat and the north wharf at the same time?—A. Yes, I did. But I could not say whether it was Reynolds's boat. I heard so. That boat was on what they call the south wharf; and then on the north wharf there was another boat.

Q. Did it seem to make any difference, so far as the piles were concerned, whether you took the iron to the north or south wharf?—A. It did not make a bit of difference. We would rather go to the north than to the south wharf with it, because it was a better road. It was pretty hard pulling down there in the winter-time.

Q. Do you know whether there was any stealing going on about there at that time?—A. I could not say that exactly. It looked like that.

Q. In what way did it look like it?—A. I heard that Reynolds bought only thirty or forty tons of iron there, and I know that he took more than that. There was a large quantity of iron stored in Queen street. I don't know where that went to. I know they took a good many boats up there.

Q. Do you know of any boats being taken down to Greenwich Point?—A. No, sir. I heard of that.

Q. Do you know of any copper being hauled out of the gates by carts?—A. I suppose Gallagher hauled some out on his trucks.

Q. Did you see that done?—A. I saw it going out of the gates. It was composition.

Q. Do you know whether any pass or orders were obtained for it to go out?—A. Whatever McKay ordered to go out went, no matter what it was.

Q. McKay was cock of the walk down there, was he?—A. That he was. Teams would not be let out of the gate without McKay's or his man's ticket.

Q. Who do you call his man?—A. The clerk that he had there. I forget his name. We would not be let out at night without we had a ticket from him.

Q. Was this hauling of iron that you spoke of in the first instance going on at night-time?—A. We hauled it at night.

Q. What officer of the Navy was about there at night-time?—A. I don't remember. There were so many that I don't know which was there. There never used to be any officer near where we hauled iron.

Q. Who directed you where to get it and haul it?—A. McKay had men there to load, and we never could get off our wagons at all. He had a man superintending these men, and they would tell us where to go with the different loads—to go to the south wharf or to the north wharf.

Q. Was not there some officer of the Navy, or clerk, or watchman, who would tell you what piles to go to to get your loads?—A. Not that I saw. When he got the contract in his own hands he could haul as he liked. I was working for the Government for two or three weeks, and he threw me out of employment when he got the contract. I believe McKay has a lot of boxes now, with his name on them, down at the warehouse in Queen street. I did not see them, but I heard that they were in there.

Q. Suppose you knew the fact to be that Mr. McKay or Seyfert, McManus & Co. had purchased a large lot of composition from the Government at the yard, would you then believe that anything was going on wrong?—A. I don't know about that. It seems to me that there were things going on wrong at night, but I could not say exactly. Some nights he used to keep us in there until 10 o'clock hauling. He and Reynolds had it all their own way. When Reynolds would want wagons, McKay would send him the wagons that he had employed.

Q. Did you have sufficient light there at night-time when you were working?—A. We had lamps here and there. Sometimes we could hardly see the horses.

Q. You are pretty distinct in your recollection and statement thereof—that there was no officer or employé of the Government taking control of things at night?—A. I did not see any there. There were night-watchmen with hedges on around the yard, but that was all I saw.

By Mr. HARRIS:

Q. Would you know, if they had not some uniform on, whether they were officers or not?—A. I would not.

Q. Do you know the officers of the yard?—A. I know one short man who was there. I forget his name now.

Q. When you say that there were none there, do you mean to say that you know whether they were there or that you don't know?—A. I mean that I did not see any there.

Q. And you would not know them if they were there?—A. Certainly I would know some of the officers if they were there, but I did not see any at night.

Q. Did you in the day-time?—A. Yes, sir.

Q. You say that nobody who had not McKay's pass could get through the gate.—A. Not at night they could not.

Q. Who would they show their pass to?—A. To one of the marines at the gate.

Q. Did the marines take the ticket?—A. Yes, sir.

Q. You had to give up your ticket to the marine, had you not?—A. Yes, before we could get out. That was when we were going home at night. We could not get out then without having a ticket from McKay's clerk.

Q. And if you had a load that you were conveying over to Queen street, you had to have a pass, had you not?—A. McKay would give a pass to get out.

Q. When you say that things looked as though they were stealing, what do you mean?—A. I cannot tell you anything about that. It seemed they went from one lot to another, and sent us down to a boat which they said belonged to Reynolds.

Q. You simply thought one was a Government boat and the other was Reynolds's boat. Now, supposing both boats were used in carrying Government iron, would there be anything wrong in it?—A. I don't know that there would.

Q. If you had known that they were all McKay's boats, what would you say?—A. I could not say anything.

Q. Then if it happened that McKay hired all the boats, you would say that it was all right, would you?—A. No, sir; I would not. I could not say where he sent the iron after it was loaded.

Q. If you could not say where he sent it, you could not say that he stole it, could you?—A. No, sir.

Q. Have you any reason for saying that any iron went where it ought not to go?—A. I don't know that.

Q. You don't know that McKay sent any iron away from the yard improperly?—A. No, sir; I don't know anything about that. McKay had all to do with it, and I had nothing to do with it.

Q. You say that you were discharged?—A. I was working for the Government, and when McKay got the contract I was discharged, as there was no work for me or for anybody else.

Q. You did not like that very much?—A. No, sir.

Q. You thought McKay crowded you out?—A. No; but then he employed me a couple of weeks, while he had any work.

Q. You say McKay had it all his own way?—A. He could do what he liked in the yard.

Q. How could he do anything that he was not permitted by the officers to do?—A. I mean that we could not go outside of the gate if we had not a pass from him to go out.

Q. When you say that he could do anything he wanted to in the yard, I now ask you whether he could do anything which the officers did not permit him to do.—A. I don't know anything about him or the officers. I cannot say anything about it.

Q. All that you saw was that McKay was ordering the men whom he employed to do what he pleased?—A. Yes, sir.

Q. And you don't know that he ordered them to do anything that was not right?—A. No, sir.

Adjourned.

PHILADELPHIA, *April 18, 1876.*

WILLIAM P. PRICKETT sworn and examined.

By the CHAIRMAN:

Question. You are a brick-mason by trade, are you not?—Answer. Yes, sir.

Q. Do you reside near the old navy-yard at this place?—A. I do not at the present time, but I have been there, at the lower end of the navy-yard, all my life.

Q. Have you ever worked in the yard?—A. Yes, sir; some years back.

Q. Was your attention called to the mode and the manner in which the buildings at the navy-yard were taken down at the time they were being taken down?—A. Yes, sir; particularly.

Q. State whether it was done with care and prudence, or in what manner it was done.—A. I have seen a good many buildings torn down in my life-time, but I never saw so destructive a piece of work. I have talked with a great many men, strangers and even persons passing casually, and it was the general opinion of everybody I have found that it would have been a saving to the Government to put a keg of powder in and blow it up.

Q. Was any care taken in the removal of the bricks from the yard?—A. I do not know that. I did not go inside of the inclosure, but just looked at it, passing by.

Q. Can you form any estimate as to the number of bricks that remain in the yard at the present time?—A. I have not been called to examine the inside of the yard, but those that I looked at on Federal street and those on the Front-street side, taking what is standing and what is torn down and broken up on the Prime-street side and those down on the Front-street side, I should judge, would amount to nearly two-thirds of the original buildings. There do not appear to have been many removed from there. There is a mass torn down, but it is all piled up and broken up. I saw them taking something like a maul or sledge, and it seemed to me as if they were trying to break up the bricks, instead of trying to take them down. That drew my attention to them.

Q. Do you know anything about the unlawful removal or unlawful appropriation of any property of the Government by anybody?—A. No, sir; I cannot say that I do of my own knowledge.

Q. Do you know of any wrong or fraud being committed about the navy-yard?—A. No, sir; not of my own knowledge.

By Mr. HARRIS :

Q. What is your occupation ?—A. Bricklayer.

Q. Were you employed on the yard at all ?—A. No, sir ; I worked there some little time under the Johnson administration.

Q. You had nothing to do with the removal of the property ?—A. No, sir ; nothing at all. I live near by there.

Q. What is your present business ?—A. I work at bricklaying.

Q. Do you make contracts for laying brick ?—A. Yes, sir ; I do not do it on a large scale, but do merely jobs of repairing.

Q. Do you mean to say that, in your judgment, two-thirds of the brick that were in those buildings before they were torn down, are now in the yard ?—A. Yes, sir ; I am speaking of the row down Prime street, and the buildings that stood on Front street. I do not mean all the buildings. I have not been inside of the yard.

Q. You have never been inside since the removal, have you ?—A. I went down with a reporter at a time when a man was going to experiment in diving, but I did not pay particular attention.

Q. You observed it only casually ?—A. Yes, sir. Those along Prime street I observed particularly.

Q. How many stories were those buildings ?—A. I think they were about four stories.

Q. There remains the largest part of the lower story now ?—A. Yes, sir ; there are nearly two stories on the outside wall.

Q. About one story on the inside wall ?—A. Yes, sir ; but the most of the bricks tumbled down appear to be lying there.

By Mr. BURLEIGH :

Q. Are the walls thicker at the bottom than they are at the top ?—A. I do not think those on Prime street were. Those toward the wharf are not, but those on Front street I know run pretty much the same all the way up. I cut some windows through on Prime street some thirty years ago, and I know it was 13 inches at the top then. In my judgment it would cost about as much to take the rubbish away that they threw down as the bricks that they took away would be worth.

PHILADELPHIA, *April 21, 1876.*

THOMAS W. PATTEN sworn and examined.

By Mr. CHAIRMAN :

Question. Do you know anything about pumps and some other material which belonged to the Government, which were by you removed from any private establishment to the navy-yard, they having been improperly taken from the navy-yard ?—Answer. I do not know in what manner they were taken from the navy-yard. There was some material removed from Queen street to League Island, which was in the shape of pumps and chains, a hydraulic-pump or something of that kind. I am not positive what the articles were. There was chain with it. In fact, I am not positive whether it was a pump or not. I am positive, however, that there was a chain and something else connected with it. The official of the yard requested it to be sent down. My team was employed to take it down.

Q. Did you take that from the Queen-street warehouse by orders of the officials of the navy-yard to League Island ?—A. Yes.

Q. Was it composition or iron ?—A. It was iron. They sent their foreman from the warehouse with it to League Island. The man's name was Reynolds. He went on my wagon with the driver to see that it was delivered.

Q. Did you understand from that officer that he had searched for it before in the Queen-street warehouse, and had been unable to find it ?—A. No, sir ; I understood that he had searched at League Island but could not find it, and came up there to look after it. He desired it to be found. Mr. McKay's clerk directed me to remove it, and they placed it on the wagon.

Q. Was anything else besides the chain and the pump ?—A. No, sir ; my teams were sent with chains twice. The first time was on the 4th or 5th of January. I think there were about 4,000 pounds.

Q. How much weight was there in the second load ?—A. Not more than 400 or 500 pounds ; it was a trifling amount. It was not nearly a load. But the first time there was as much as two horses could pull in two loads.

Q. Do you know anything about any other unlawful appropriation, or attempted appropriation, on the part of any one of property belonging to the United States ?—A. On the 3d of January there were some tanks which were lying at the south wharves put on my wagon. They were not removed from the yard as they could not obtain a pass for them. They were brought to the gate, and returned and taken off the wagon. They were afterward shipped, I believe, on a scow, and sent to League Island.

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Q. Your wagons were in the employ of whom?—A. They were in the employ of Mr. McKay so far as I knew. I was not employed by him, but by their paymaster, who did business both for McKay and Reynolds. Seyfert, McManus & Co. paid their bills.

Q. Who was that paymaster?—A. B. F. Miller.

Q. Had you any connection yourself with the navy-yard as an employé?—A. No, sir.

Q. Were you frequently about the navy-yard?—A. I was there from the 15th of December till the 4th of January. Some portion of every day during that time.

Q. Were you there at night-time?—A. No, sir; I had no business there at night.

Q. What officer or agent of the Government was superintending the removal of property if you remember?—A. I do not know of any excepting Mr. McKay, and his foreman, Mr. Black. The contractors were the only parties I saw, superintending any removal, and the captain of the yard, whose name has escaped my memory. I do not know that he was superintending the removal of anything.

Q. While the contractors were removing property for the Government and property which they had bought for themselves, did you notice any separation of that property, or was it all mixed up?—A. I do not know that.

Q. Did they haul pell-mell from the same pile, or how was it done?—A. I understood that the contractor had bought what I hauled. My impression was that I was not hauling anything for the Government. My teams were at work for some time hauling lumber to the wharf for the subcontractor of Mr. Rice. They were hauling lumber which was rafted or floated down to League Island. They were hauling no iron. I understood that Mr. McKay had bought the boiler-iron which I hauled for him. He was having it broken up.

Q. You did no hauling then for the Government?—A. No, sir.

Q. Your hauling was done to the Queen-street wharf, was it?—A. No, sir. Some two or three loads were carried to Queen street from the navy-yard, but that was by order of McKay's clerk.

Q. Did your wagons obtain passes for that?—A. Yes.

Q. From whom were they obtained?—A. I do not know. I obtained them from Mr. McKay or some person who was directed to give me a pass.

Q. Was the person who was directed to give you a pass a Government officer?—A. I could not say that he was. The passes for any material that I took out of the yard were given by a boy. One which I had read as follows: "Number 3. Philadelphia, Dec. 31. Received of N. McKay one load of iron."

Q. Were passes made like that signed by anybody?—A. Yes; they were signed by some officer in the yard. I was to sign that one and return it when a load passed out. He gave me two or three passes one evening, in case that my wagons loaded after he left; but I did not get any loaded.

By Mr. HARRIS:

Q. You had to indorse this and leave it at the gate?—A. Yes; then I got the check when the load was delivered to show that I had delivered it. I think that was done with everybody for fear the cartman would sell his load or give it away.

Q. Then when you delivered your iron at the place of destination you took the receipt for it?—A. Yes; the boiler-iron went to Mr. Mitchell's rolling-mill. The two boilers weighed about one hundred and fourteen tons, I think.

By the CHAIRMAN:

Q. Do you know whether any of your teams or wagons went out of the yard without having a pass signed by an official?—A. I do not believe they did. I do not know of any that did.

Q. If there was anything else irregular, within your knowledge or observation, state to the committee what it was.—A. There is nothing that I can state of my own knowledge. The only time that my teams had not a pass they were brought down there by a foreman of Mr. McKay, Reynolds, and McClung, to bring these boilers or tanks to Queen street.

Q. You call Reynolds the foreman of McKay, do you?—A. He was in charge of the men loading my wagons. He loaded the iron on my wagons. That was my agreement. Reynolds and McClung and Kaney were there. One time when they had no pass the wagon was stopped and they took it down to take out the tanks, and when they came to the gate they failed to obtain a pass. The wagons were turned back and the tanks taken off. Some composition which I hauled for Mr. McKay was hauled from Queen-street wharf to Clyde's line.

Q. State whether all the material hauled to Clyde's line from Queen-street wharf was weighed before you took possession of it.—A. Yes; I think there were thirty thousand pounds.

Q. Where was it weighed?—A. At the warehouse, by a sworn weigh-master.

PHILADELPHIA, *April 10, 1876.*

JOHN CORCORAN sworn and examined.

By the CHAIRMAN :

Question. Were you employed in the navy-yard in the removal of the stores, material, &c., belonging to the Philadelphia navy-yard to League Island?—Answer. Yes, sir.

Q. In whose employ were you?—A. Mr. McKay's.

Q. In what capacity were you employed?—A. I had charge of League Island for about four weeks.

Q. Were you stationed there?—A. Yes, sir.

Q. For what purpose were you stationed there?—A. Unloading the freight. I took general charge of the place while there. I handled all the heavy freight and machinery, &c., while I was there.

Q. You had charge of a number of men?—A. Yes; I think when I went there there were 230 men under McKay.

Q. You were not employed by him at any other place than that?—A. I was not.

Q. State whether you saw anything wrong or improper in the management or control of that property, or its disposal by Mr. McKay.—A. I did not on anything that went down to the island. So far as I know everything was unloaded there. We handled stuff a little carelessly, and were not perhaps as particular as we ought to have been; but that is all I know of. I had nothing to do with the goods in possession of McKay. I went through the navy-yard before daylight every morning, and came through there after dark at night. He had a boat to take us up and down.

Q. Did you see anything wrong or improper in the removal of the stores at the yard?—A. I did not.

Q. Have you any knowledge or information of any wrong or abuse in the removal of the stores?—A. I could not give you any information from my own knowledge.

Q. You have no information except the common rumor?—A. I have not, sir. I could not state to you anything except what I have heard.

By Mr. HARRIS :

Q. Did you have any trouble with Mr. McKay?—A. I did not.

Q. Why did you leave?—A. Because he did not want me any longer. While I was there I was engaged by the terminal agent at the Centennial building.

Q. Did you see anything that would indicate to you that McKay was not delivering the property to the yard in good faith?—A. I did not see anything. I did not see any man taking or stealing anything from there, and know on my oath that I did not take it myself, and did not want it.

Q. Did you think that he employed more men than he had any need for?—A. Yes, sir. I think he employed more than I should have employed myself.

Q. When you say that you handled the goods rather roughly, what do you mean?—A. Well, perhaps they were not used quite as carefully as they should have been.

Q. Do you know the shears that are at the navy-yard?—A. Yes; there are two shears there.

Q. What is the age of them?—A. I could not tell you that; one of them is pretty old I think.

By Mr. JONES :

Q. Have you stated anything to Mr. McClure or any of the reporters of the Times, previous to coming here within the last few days, or a week or two, which you have not stated before this committee?—A. Not that I know of. I told them in my house that I had nothing at all to say that would implicate any person, except on rumor or hearsay. I told that to two of the Times reporters in my house.

PHILADELPHIA, *April 18, 1876.*

JOHN McLAIN sworn and examined.

By the CHAIRMAN :

Question. Were you ever connected with the navy-yard at Philadelphia?—Answer. Yes, sir; I worked there in 1856 and in part of 1857.

Q. Have you been connected with it in any manner since the year 1871?—A. Not working under the Government.

Q. Were you working for any contractor?—A. Yes, sir; I worked for Mr. Simpson for four or five weeks tearing down the pilot-house and turret of one of the monitors.

Q. Were you around the Government yard at the time of the removal of the public property from that place to League Island?—A. I had occasion to go up and down, but I was not employed in any capacity in the yard. I saw the parties who tore it down, and observed it from the outside, and sometimes I traveled around it inside.

Q. Do you know anything about the unlawful removal or unlawful appropriation of property belonging to the Government?—A. I cannot say that I do, except from hearsay.

Q. Do you know of any frauds or abuses connected with the management of that yard in any way?—A. Yes, sir; I certainly know with regard to that at a later date. Incompetent men went to work; men who were not even blacksmiths' helpers being put on first-class pay. That was further back, under the master blacksmith.

Q. Was that prior to 1871?—A. Yes, sir; and it was even almost up to the time when the yard closed. A man named Jacob Atling, when he came there, was not even a helper. Mr. Stohl rated him on first-class pay, and kept him there when apprentices had to leave the yard. I have known several other helpers there who were rated on second-class pay; I remember the names of Connors, Lapard, Burnside, and Corkla. Connors has been employed since as a laborer in the yard. These people were put on second-class pay, and the books of the department will show the fact. I also know of a man named Smith, a clock-maker, who was classified as a blacksmith, on second-class pay.

Q. That reaches the point of improperly rating men as skilled laborers who were not such in fact?—A. Yes, sir; thus depriving the Government of the labor of competent mechanics and of those who had served their time as apprentices in Government employ.

Q. Do you know under what authority that was done?—A. That is more than I can say. I suppose they were rated by their political friends who obtained the situations for them, although I do not know that fact. It is only a matter of conjecture. I have reason to infer that it was through some political influence these men obtained their places.

Q. Do you know of any other frauds, errors, or abuses?—A. The only thing that I should consider an error was that in the taking down of those buildings there was a great deal of destruction of all that property. For instance, bricks which cost from \$8 to \$10 per thousand were thrown down in a very bad way, and men were paid at the rate of \$1.25 per day, which I think was highly detrimental to the Government, because a man's pay at that rate would be very easily saved by having them removed in a careful manner. Those bricks would then be of use at League Island to be put in new buildings. In removing slate, also, there was a great deal of carelessness exhibited.

Q. You were not, as I understand you, sufficiently about the yard to state upon whom the responsibility of that waste and destruction should rest?—A. I think Mr. Rice was the contractor and Mr. Nagle was the subcontractor, but I do not know who to blame for the damage.

Q. Is Philip Stohl still in the employ of the Government?—A. No, sir; he backed out. I sent in a report two days after my son went into the yard at Philadelphia, November 11, 1873. That report has never been investigated and there was no chance of investigating it. It was sent to Commodore Mullaney on that date. It was an official document.

Q. That report charged Mr. Stohl with what kind of conduct?—A. With defrauding the Government by employing incompetent men and discharging those who had served their time faithfully, and keeping them out of employment.

Q. When did Philip Stohl leave the service?—A. He left after the yard was sold. He went down to League Island, but was removed immediately afterward. I think it was in the latter part of December that the yard was sold to the Pennsylvania Railroad Company, and I think he was removed about January. At least he left; I cannot say whether he was removed or not.

Q. Do you know of any instance in which men drew pay when the yard had been closed?—A. Mr. Stohl, at the time the apprentices were all discharged, stopped there and remained helping Stephen Body, the quartermaster, I suppose under the name of blacksmith's helper, while at the same time acting in the capacity of foreman blacksmith. I suppose you know what service he rendered to the Government in that shop, as well as I know it.

Q. Do you know of any other error, fraud, or abuse in connection with the service?—A. Nothing except hearsay.

Q. Do you know anything about the interference or control of Mr. Randall in the affairs of the navy-yard at Philadelphia?—A. Mr. Randall was in the habit of putting men into the yard, and into the post-office and other departments. And at the time he was a candidate for the Speakership a great many men of both parties did not care to see him there. They thought it would not be beneficial to the Government, and they stood antagonistic to him in that respect. That feeling was not confined to any party, hence men of both parties did not care to see him elected Speaker of the House.

Q. Do you know of any irregularity or improper conduct on his part in connection with the navy-yard?—A. I do not, except by common report.

Adjourned.

PHILADELPHIA, April 19, 1876.

O. F. KANEY sworn and examined.

By the CHAIRMAN:

Question. Do you know anything about the unlawful removal of property from the navy-yard at this place?—Answer. I do not.

Q. Do you know about any wrong going on at the time of the removal?—A. No, sir.

Q. Do you know anything about any property that was taken from the yard being on deposit at any place outside of the Queen-street warehouse?—A. No, sir; I loaded boats for Reynolds at the south wharf, and had orders to send them to Queen-street wharf.

Q. In the removal of property did you observe any new iron taken away?—A. I saw new and old iron.

Q. New iron of what character?—A. I have seen heavy round iron—bariron ten or twelve feet long and six inches, eight inches, and ten inches in diameter; it was all sent to me and I loaded it.

Q. Were you in command of one of the lighters?—A. No, sir; Mr. Reynolds hired me to load stuff and take charge of gangs of men on the south wharf.

Q. Did you work night and day?—A. No, sir; not night and day. We worked some few nights.

Q. Was there any mistake likely to have occurred between the Government property and that which was the property of individuals?—A. No, sir; we never moved any of that heavy iron at night.

Q. What was it that you moved at night?—A. Old scrap-iron.

Q. Did you move none of this new iron of which you speak?—A. No, sir.

Q. Do you know where the new iron came from, I mean from what building, or from what branch in the yard?—A. I do not.

Q. You do not know whether it came from construction or from other departments?—A. No, sir; my only duty was to look after the men.

Q. You say that you know of no impropriety, irregularity, or wrong?—A. No, sir.

By Mr. HARRIS:

Q. You loaded no iron that went to League Island?—A. No, sir; I did not.

Q. Were there any boats that went to Queen street loaded at the north wharf?—A. Yes, sir; we loaded the boats at the north wharf.

Q. In loading these boats for Queen street did you not put on board some new iron—round iron, flat iron, and bar-iron of various sizes?—A. Yes, sir; I have just stated that.

Q. You do not know where it came from?—A. No, sir.

Q. You put it on board?—A. Yes, sir.

Q. You do not think any of that was intended for the boats loaded for League Island?—A. No, sir; I do not.

Q. Was there not some iron delivered to you and put on the Queen-street wharf just like that which was sent to League Island by the other boats?—A. Not to my knowledge.

Q. Did you see the iron that went to League Island?—A. No, sir; none of it. I do not know that they were sending any to League Island.

Q. Were not the boats loading for League Island?—A. Yes, sir.

Q. Were they not loading with iron?—A. No, sir.

Q. They loaded boats at the south wharf for League Island, did they not?—A. Yes, sir; on the outer edge of the south wharf.

Q. Do you know what was put on board of them?—A. They put some machinery on board.

Q. Do you say that you did not know that any bar-iron was sent to League Island?—A. Yes, sir; I did not know that there was any to be sent there.

Q. You had the impression that all the bar-iron in the whole concern was to go to Queen-street wharf?—A. Yes, sir; those were the orders I had—to load the boats.

Q. Do you say that you think all the bar-iron in the yard was carried to Queen-street wharf?—A. No, sir; I do not say that.

Q. Do you think that any was sent to League Island?—A. I could not say that, for I do not know.

Q. You paid no attention to any business except your own?—A. Nothing but my own business.

Q. Did you see any Government officer about?—A. Yes, sir; all the time.

Q. What Government officers were looking after your material?—A. The officers attached to the yard.

Q. Name them.—A. Captain Mitchell, and a stout man named Hartt. The captain of the yard came once to me when we had a pair of screws aboard the boat. We had also had two anchor-stocks belonging to the Constitution which were brand-new.

Q. What was done with those things?—A. He said that they did not go into that lighter, and we took them out and put them on the wharf, and he sent a gang of men and took them away.

Q. Do you know whether or not during all the time that you were loading iron that your cargoes were overlooked by the Government men?—A. Yes, sir; I know that lots of men came down there day and night, and for that matter, about every hour or every two hours there were some Navy officers there, or watchmen in the yard were there. They would stroll around, look into the boats, and go away again.

Q. So that you think no iron went aboard your boat which the Government officers had not an opportunity to know about?—A. No, sir; not a particle of iron went on board of any of

the boats that I loaded which the Government officers had not ample opportunity to see; the hatches were all off. Mr. Reynolds employed me. The Government officers could see what iron was in the boats and what was on the wharf. Those screws, I believe, were sent down by mistake; they were sent to me and I loaded them. They laid on the wharf for two days after I took them out.

By Mr. JONES:

Q. Are you accustomed to the different sizes and kinds of iron which they keep in iron stores here?—A. Yes, sir.

Q. Did you have any such iron as you have seen in stores here brought down to your wharf?—A. Yes, sir.

Q. How large in amount, should you think; was it a quarter or half of it, or what quantity?—A. I think I loaded one time about ten or twenty tons of heavy bar-iron, like axle-iron—six-inch iron.

Q. Did you not load bar-iron from half an inch to an inch and an inch and a half to three inches wide?—A. Yes, sir; square iron, two and a half or four inches square.

Q. Did you not load some half an inch and three-quarters of an inch thick, such as you usually see in iron-stores?—A. Yes, sir; lots.

Q. Any round iron one and a half inches up to four or five inches?—A. Yes, sir.

Q. Are you accustomed to the kind of iron used in constructing ships?—A. Yes, sir.

Q. Was not a large quantity of this iron such as is used in constructing ships?—A. Yes, sir; it had to be cut.

Q. But it was such iron as would be used in constructing ships?—A. Yes, sir; I loaded a lot of tubes.

By Mr. BURLEIGH:

Q. Were those tubes good?—A. Yes, sir; they were all fit to go into boilers; they were wrought-iron tubes.

Q. How many of them were there?—A. I loaded Wednesday, December 22, 100 tubes; length 7 feet, size $3\frac{1}{2}$, weighing 3,257 pounds.

Q. How did you get the weight?—A. We got it from the weigh-master. I took the name of the man who drove the team. The ticket would come in to me, and also the weight; another man was sent, and I was directed not to take the weight, and then all I did was to send the tickets; I sent them from the engineer's department.

Q. Was the scale in the yard at that time?—A. No, sir.

Q. How did you get the weight?—A. I went outside. They were hauled outside and weighed.

Q. And then brought back and put into the boat?—A. No, sir. They were loaded on trucks and taken to the Queen-street wharf.

Q. Was that all the tubes you took?—A. No, sir. That was only one load. I have a memorandum here: Tubes 8 feet long; size, 2 inches; number, 70. The next lot was 3 feet in length, $7\frac{3}{8}$ inches, 95 in number. Next lot, 2 feet 6 inches long, being short tubes belonging to Martin boilers; $3\frac{3}{4}$ size; number, 41. Another lot was 11 feet long, $3\frac{3}{4}$, 43; also, lot of tubes 8 feet long, 3 inch, 45; also, tubes $7\frac{1}{2}$ feet long, $2\frac{1}{4}$ inch, 23 in number; tubes 6 feet long, 3 inch, 19 in number; tubes 7 feet 6 inches, size, 2 inch, 28 in number; also, 20 assorted tubes. In another lot there were new tubes 16 feet long, $3\frac{1}{2}$ inch, 16 in number; also, 14 feet 3 inches long, $2\frac{3}{4}$, 12 in number; also, tubes 14 feet long, $2\frac{3}{4}$, 5 in number; also, lot 13 feet long, $3\frac{1}{2}$ inch, 30 in number; also, lot 12 feet long, 3 inches in size, 43 in number; also, lot 7 feet long, $3\frac{1}{2}$ inches in size, 49 in number; also, lot 8 feet long, 3 inches in size, 28 in number; also, lot 11 feet long, $3\frac{3}{4}$ in size, 43 in number; also, lot 6 feet long, 3 inch in size, 70 in number; also, 103 assorted tubes; also, lot $7\frac{1}{2}$ feet long, $2\frac{1}{2}$ inch, 125 in number; also, lot of new tubes $7\frac{1}{2}$ feet long, $2\frac{1}{2}$ inch, 65 in number.

Q. Had the others been used at all?—A. No, sir; but they were partly rusted.

Q. Did the rust hurt them?—A. No, sir. They could be used just as well again.

By Mr. HARRIS:

Q. As I understand you, they never had been used?—A. No, sir.

By Mr. JONES:

Q. Why do you state that those last ones were new?—A. Because they were bright. Any one who understood anything about tubes could tell that they were newer than the others. The others you would have to scale—to scrape the rust off them—before they could be used.

Q. Was there much rust on them?—A. Yes, sir: on some. There was nothing, however, that could not be scraped off. They could be used.

Q. Do you know anything about making boilers?—A. Yes, sir. I am an engineer.

Q. Would you put such tubes in boilers?—A. Yes, sir. There was also 65 tubes $7\frac{1}{2}$ feet in length, size, $2\frac{1}{2}$ inch; also, 71 tubes $2\frac{1}{2}$ inch, $7\frac{1}{2}$ feet long; also, 30 tubes 9 feet long, size, $2\frac{1}{2}$ inch; also, 42 tubes 9 feet in length, size, $2\frac{3}{4}$ inch; also, 31 tubes 9 feet in length, $2\frac{3}{4}$ inch.

By Mr. BURLEIGH :

Q. Why did you take such an accurate account of those tubes ?—A. I was authorized to do so by the man who employed me.

Q. Who was he ?—A. Mr. Reynolds.

Q. Do you know where they were hauled ?—A. Yes, sir. They were hauled to the Queen-street wharf, and delivered at the warehouse there.

Q. Were you authorized to take an account of any other iron ?—A. No, sir.

Q. Did you give that memorandum to Mr. Reynolds ?—A. Yes, sir.

Q. Do you know what became of those tubes afterward ?—A. I do not.

Q. Do you know anything in relation to any other iron that came from the navy-yard ?—A. No, sir.

Q. Were those tubes all hauled on the 22d December last ?—A. No, sir. They were hauled on the 22d and 23d of the month.

Q. Do you know about the value of those tubes per foot ?—A. I do not. I never bought any.

Q. Do you know what their market-value is ?—A. I do not.

By Mr. HARRIS :

Q. State whether or not a good many of these tubes are not too short to go in boilers that are now in use.—A. No, sir. They could be used now. In pretty much all boilers used now they use the 3-inch tubes 8 and 9 feet in length.

PHILADELPHIA, April 20, 1876.

JOHN M. CURTIS sworn and examined.

By the CHAIRMAN :

Question. State your position.—Answer. I am store-clerk of the steam-engineering bureau.

Q. Did you hold that position during the period of time covered by the removal of property from the old navy-yard to League Island ?—A. Yes, sir.

Q. Had the Bureau of Steam-Engineering made any sale of iron, or material of any description belonging to the bureau, to McKay, Seyfert, McManus & Co., or Mr. Reynolds, prior to that removal or during the time ?—A. Not to Seyfert, McManus & Co., or to Reynolds, or to McKay prior to that time. McKay was sold the goods at the auction, but not before that.

Q. In the removal of property bought by him at auction, state to the committee whether he got more or less than the quantity sold to him by the catalogue.—A. In some cases he got more. The understanding at the auction was, for instance, that twenty tons were advertised, and that it was more or less, and it was so stated by the auctioneer at the time. Where there were fifty tons of cast iron, it was stated to be fifty tons, more or less ; it was a mere guess on our part as to how much there was in those piles.

Q. Did you weigh it afterward ?—A. Yes, sir ; it was all weighed. I have transcribed all the weights at the office, and will furnish them to the committee if desired, and can explain any and every sale.

By Mr. BURLEIGH :

Q. Did you sell any boiler-tubes ?—A. We sold iron tubes for boilers.

Q. Had they ever been used ?—A. A good many of them had ; what proportion of them was old, and what new, I could not state. Some of them had been painted. They all went together. The boiler-tubes were sold by the pound.

By the CHAIRMAN :

Q. During the time of the removal, or any other time, do you know of any unlawful or improper removal of property which belonged to the United States Government, or any unlawful or improper appropriation of the property of the Government by anybody ?—A. I know that there were two large copper pipes stolen : that is, they were stolen, according to my impression. I do not know how they got out of the yard ; I know they were in the yard, and I know they disappeared.

Q. Who got them, or when, and where, and how they disappeared, you do not know ?—A. No, sir.

By Mr. BURLEIGH :

Q. What was their weight ?—A. I think they weighed four hundred and eighty or five hundred pounds. I know I had weighed them before that.

Q. Did they lie near the gate or near the water ?—A. They laid about half way between the street and the river, by the machinery-shed in the new purchase.

By the CHAIRMAN :

Q. Do you know of any other matter of a similar nature during the sale?—A. There was a reversing gear that disappeared in the night. Chief Dungan told me that he had his eye on it lying there in the shed, and in the morning it was gone; that was a worm brass screw that weighed about sixty pounds. There were three valves stolen from under the Chattanooga's crank-shaft which had been hidden by the shaft until the side of the building was torn down. As far as my memory goes, they were stolen in the day-time. I think that was pilfering. I know the boys got in the side, breaking out boards, &c., and they had to be chased away. I do not consider, however, that anybody could have removed those large pipes without a vehicle.

Q. Do you know of anybody connected with the naval service receiving any present or anything of the kind or description from parties who were dealing with the Government?—A. I do not.

Q. Do you know of any person in the employ of the Government receiving pay for extra work or time when in the service of any contractor, with the Government?—A. I do not.

Q. Do you know of any other frauds than those you have mentioned?—A. No, sir.

Q. Do you know the store-clerk of the construction department?—A. Yes, sir; his name is Harris.

Q. Was there not a man named Boyer there at that time?—A. Yes, sir.

Q. Was he the chief store-clerk?—A. He was the store-clerk at the time the yard was removed,

JOHN M. CURTIS recalled.

The witness produced to the committee weight of material sold from the bureau of steam-engineering, and was examined thereupon as follows :

By Mr. HARRIS :

Question. The estimated weight of the tubes at the time of sale was 35,105 pounds. The actual weight as shown by subsequent weighing was 39,437 pounds. They were sold for $2\frac{3}{4}$ cents per pound, at auction, amounting to \$1,084.51, of which sum Mr. McKay paid \$965.40, being the price at the estimated weight, and a balance was due of \$119.11, which he refused to pay?—Answer. That is the state of the case.

THEODORE JULIUS sworn and examined.

By Mr. BURLEIGH :

Question. What position do you hold in the firm of Morris, Tasker & Co.?—Answer. I am the principal salesman of that firm. They are large dealers in boiler-tubes. Our price-list is as follows :

[Trade-mark.]

PHILADELPHIA.

In order to guard against misrepresentations, and to insure that purchasers of boiler-tubes obtain the standard article, we stamp each tube of our manufacture with registered trade-mark, as shown above.

MORRIS, TASKER & CO., (Limited.)

(Pascal Iron Works, Philadelphia; Delaware Iron Co., New Castle, Del.)

Price for extra wire-gauge or boiler tubes, away from standard.

One and one-half cents per inch for each additional number, thus :

For one number.	For two numbers.	For three numbers.
2 inch 3 cents.	2 inch 6 cents.	2 inch 9 cents.
$2\frac{1}{4}$ " $3\frac{3}{8}$ "	$2\frac{1}{4}$ " $6\frac{3}{4}$ "	$2\frac{1}{4}$ " $10\frac{1}{8}$ "
$2\frac{1}{2}$ " $3\frac{1}{2}$ "	$2\frac{1}{2}$ " $7\frac{1}{2}$ "	$2\frac{1}{2}$ " $11\frac{1}{4}$ "

Beyond three numbers price is per pound; swaging or swelling $2''$ or $2\frac{1}{4}''$, five cents per end extra.

Net prices for safe ends.

Size.	1	1 $\frac{1}{4}$	1 $\frac{1}{2}$	1 $\frac{3}{4}$	2	2 $\frac{1}{4}$	2 $\frac{1}{2}$	2 $\frac{3}{4}$	3	3 $\frac{1}{4}$	3 $\frac{1}{2}$	3 $\frac{3}{4}$	4	4 $\frac{1}{2}$	5	6
Each end ...	c. .15	c. .15	c. .15	c. .17	c. .17	c. .19	c. .21	c. .24	c. .27	c. .30	c. .33	c. .36	c. .39	c. .43	c. .50	c. .61

July 1, 1875.—Manufacturer's revised price-list, to take the place of all previous lists, subject to change without notice. Terms cash within thirty days.

LAP-WELDED BOILER-TUBES.

Outside diameter.	Thickness wire-gauge.	Price per foot.	Weight per foot.
<i>Inches.</i>			<i>Pounds.</i>
1	.15	\$0 23	0.708
1 $\frac{1}{4}$	.15	26	0.9
1 $\frac{1}{2}$	.14	23	1.250
1 $\frac{3}{4}$	.13	23	1.665
2	.13	23	1.981
2 $\frac{1}{4}$	.13	25	2.238
2 $\frac{1}{2}$	.12	29	2.755
2 $\frac{3}{4}$	.12	33	3.045
3	.12	35	3.333
3 $\frac{1}{4}$	.11	40	3.958
3 $\frac{1}{2}$	.11	46	4.272
3 $\frac{3}{4}$	.11	53	4.590
4	.10	58	5.320
4 $\frac{1}{2}$	.10	67	6.010
5	.9	85	7.226
6	.8	1 20	9.346
7	.8	1 60	12.435
8	.8	2 25	15.109
8	.7	-----	18.002
10	.6	-----	22.19

Maximum length 18 feet. Length in excess of maximum at special rates.

MORRIS, TASKER & CO., (Limited.)

Office : 209 South Third street, Philadelphia.

Office and warehouse : 15 Gold street, New York.

Office and warehouse : 36 Oliver street, Boston.

10% cash discount.

The WITNESS. I will say that the price is not changed since July last.

Q. Do you not have a monopoly of the market in that kind of goods?—A. No, sir; there are six makers of those goods. There is only one other firm in Philadelphia, which is the firm of W. C. Allison & Sons. The next largest to ours are the National Tubes Works.

Q. Do they sell any less than you do?—A. No, sir; the other manufacturers are Seyfert, McManus & Co., Evans, Dalzell & Co., and Spang, Shallfaut & Co., of Pittsburgh.

By Mr. HARRIS :

Q. Was there not a concern in Boston?—A. The National Tubes Works Company used to be in Boston, but they have torn down their works there and gone to McKeysport, Pennsylvania.

By Mr. BURLEIGH :

Q. Are iron boiler-tubes made of the best kind of iron?—A. Ours are made of the best charcoal-iron.

Q. What would the iron in the tubes be worth without regard to the value of the tubes themselves, say any day of December last?—A. I suppose the iron to make them of would be worth four cents a pound.

Q. What would good tubes be worth for old iron?—A. If they were good tubes they would be worth tube-money; that is, the price of tubes.

Q. But I mean to make over?—A. They would not require any working over. If they were to be used as old iron they would be worth scrap-price; that is, a cent a pound.

Q. Do you sell tubes 7 feet long?—A. Yes, sir; 7 feet is a very good length, especially for three-inch.

Q. And from 7 feet up to 12 feet?—A. Yes.

Q. Is there any market for 3-foot tubes?—A. It is a rare thing, but they do use them for some kinds of boilers. They would not, however, be swift to sell.

By Mr. HARRIS:

Q. Would you furnish them at these rates?—A. Yes, sir; we would furnish them six inches long if they were wanted.

PHILADELPHIA, April 19, 1876.

W. F. STEELE sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. Ship-plumber.

Q. Have you any partner?—A. No, sir.

Q. How long have you been in the business?—A. I have had a place here about two years or a little over, probably; but I was taking contracts before that time for about a year, or a year and a half.

Q. Are you a plumber by trade?—A. I served my time; not exactly my time, but I worked in the Brooklyn navy-yard in the plumber's shop, and picked up what I knew about plumbing in that shop.

Q. Is your father an officer of the Navy?—A. He is.

Q. What position does he hold?—A. Constructor.

Q. Did you work under him at the navy-yard?—A. At the time I was in the navy-yard, he was master carpenter, and, of course, had nothing to do with me.

Q. After leaving the navy-yard you opened a plumber-shop here?—A. After leaving the navy-yard, I come here to work for Mr. Sandgran.

Q. What is Mr. Sandgran?—A. A ship-plumber.

Q. Did you work for him as a plumber?—A. Yes, sir; after that I went to Chester for him, and had charge of a shop there, fitting up a monitor. After that I did the labor on the next monitor for Mr. Roach, and he furnished the material.

Q. Did you contract with him?—A. Yes, sir.

Q. Did you take a job here to do the work on the Quinnebaug?—A. I did.

Q. That was after you became a plumber in the city of Philadelphia?—A. Yes, sir.

Q. Do you do any plumbing except ship-plumbing?—A. Yes, sir; everything—house-plumbing, steam-fitting, &c.

Q. In that contract for the plumbing on the Quinnebaug who furnished the material?—A. I did.

Q. Did you furnish all the material that went into the Quinnebaug?—A. Not all of it.

Q. What did you furnish by the terms of your contract?—A. There was some material made up in the yard at the time my contract was dated, and I was to have all the material that was made up for that purpose.

Q. What had been made up?—A. There were scuppers, sea-cock linings, and several little things like that. It did not amount to a great deal. Hawse-pipes were made up, and, through a mistake in the yard, in some way, (and whose mistake I do not know,) the pipes were too small.

Q. Were these made up at the time you had your contract?—A. The labor was all ready for them to go in on and ready to burn together.

Q. They were in the plumber's shop?—A. Yes, sir; and I was to have them according to the contract.

Q. Where is the clause in that contract which provides that you shall have the prepared material?—A. It is not in the contract. It is in a letter which I have in my possession, and which I now hand to you.

Q. In that letter, which I observe is from Mr. Hanscom to you, and is dated January 30, 1875, concerning your offer to do the plumbing-work on the Quinnebaug for the sum of \$14,000, after offering you \$12,000 to do the work, he says: "The old material the Government will furnish to you to be reworked, which has accumulated from the breaking up of the light-draught monitors Koka and Minnetonka, at Wilmington, Delaware, and the Algoma and Otsego, in the works of Cramp & Sons, Philadelphia, will go toward the material used in this work, the balance to be paid in two equal payments in money, on the certificate of the naval constructor at Philadelphia, superintending the work, that the work is satisfactorily completed according to specifications which will be furnished." Do you claim that

that clause of the letter, making a proposition to pay you \$12,000, authorized you to take the incomplete new material on hand designed for that vessel?—A. Yes, sir; that was the understanding when I took the vessel.

Q. Is that understanding contained in any written instrument except that letter?—A. Whether it is in my offer to the Government or not, I cannot say, because I have not seen it since that time, but I think it is.

Q. Was not your contract to find all material and do all the labor on the Quinnebaug?—A. With the exception of this material, as I understand it.

Q. Did you understand that you were to take all the old material from all those old vessels for nothing?—A. No, sir; I did not.

Q. Was it not to be charged by you at its fair market-price?—A. Yes, sir.

Q. Was not that new material which you volunteered to put into the vessel to be charged to you at the fair market-price?—A. I bought that myself.

Q. You do not understand me. You say that there were certain things in the plumbing department partly done which were new, and which you took and finished and put on board the Quinnebaug?—A. The way I understand it, I took material that was laid out for this ship which was in the plumber's shop at the time, and which I was entitled to, or else I never would have accepted a bid for \$12,000.

Q. You understood that you were entitled to it, and you took it, did you not?—A. No, sir; I did not take anything new, that I know of, except the hawse-pipe. The joints were rolled out, and we burned them and put them in.

Q. And for that you paid nothing to the Government?—A. I consider that I paid \$4,000.

Q. Answer my question directly.—A. I do not know whether I will or not. If it is going to put me in any trouble, I won't.

Q. I ask you whether or not you paid for that material to the Government.—A. I did.

Q. How?—A. By allowing them \$2,000.

Q. That is not an answer to my question. You agreed to do the work for \$12,000. That was your contract, was it not?—A. Yes, sir.

Q. State whether you were not to pay or allow a fair market-price for all material furnished you by the Government.—A. I tell you that I did allow them \$2,000.

Q. That is an evasion of my question, and is not an answer. Your contract was \$12,000?—A. Yes, sir.

Q. And in that contract you were to be allowed certain old material to work over at fair market-prices?—A. Yes, sir.

Q. All material which you was to receive from the Government you were to allow a fair market-price for?—A. I did. That is the way I understand it.

Q. But you claim now that you were entitled to take certain lead which had been cut into form in the plumber's shop, and finish it and put it on board of the Quinnebaug, making no allowance for it. I will not permit you now to go back and say that you struck off \$2,000.—A. I do not mean that. I mean another \$2,000 in the Navy Department. I received one payment for one-half of the work.

Q. Have you paid anything for the lead which you took in the plumber's shop?—A. \$2,000.

Q. Specify exactly how you paid that.—A. I will. I went to the yard to get a payment for half of the work, which would be \$6,000. Instead of getting this \$6,000, I got \$3,900.

Q. Who asked you anything about that?—A. You did.

Q. I am not asking you how much you have been paid on your contract. I ask you how much you paid for that lead.—A. I said \$2,000.

Q. How much did it weigh?—A. I do not know.

Q. How many pounds were there in it?—A. I do not know and have not any idea.

Q. Did you ever weigh it?—A. No, sir.

Q. Have you any means of determining how much you are to be charged with?—A. No, sir; the lead was bunched.

Q. Have you any means of determining how much the fair market-value of that lead was which went into those hawse-pipes?—A. Yes, sir; I have.

Q. How?—A. By taking my weights from the next pipes that I put in.

Q. Have you credited the Government anywhere on your books with the weight of that lead?—A. I have not.

Q. Is there any account of it anywhere in the world that you know of?—A. I do not know whether there is or not.

Q. Did you expect at that time that that lead was to be charged to you?—A. I expected at that time when I made the allowance for the material I took, that this would be charged in with that and would be paid for by that.

Q. That is, you expected the new material would be charged to you as old?—A. I did not say that at all.

Q. When you first answered my question you stated that you understood the Government was to furnish you that without charge—that you expected to have the benefit of that work.—A. I did.

Q. What has changed your view so suddenly?—A. Nothing; it is just as it was before.

Q. You still claim that you were entitled to that property without charge?—A. Not with-

out charge, because I allowed them \$2,000 for it. It would not be without charge when I paid them for it.

Q. What material do you suppose I am talking about now?—A. I suppose you are talking about material that was taken from the yard.

Q. I am talking about material that entered into those hawse-pipes. Confine your attention to that. Have you allowed for the lead which went into hawse-pipes which you found in the plumber's department? You have said that you found certain pipes cut out ready to be soldered and put on board; and that you took them and put them on board. Now state how much the weight of them was and where the Government is credited for it.

—A. I cannot tell you where the weight is.

Q. Is there no record of the weight?—A. I do not know whether there is or not.

Q. Do you not know that there is not?—A. I do not to my knowledge.

Q. You did not intend to keep an account of it, did you?—A. No, sir.

Q. You did not expect to?—A. No, sir; because I concluded that it belonged to me.

Q. You took those and put them on board, did you?—A. Yes, sir.

Q. You have said they were made a little too small for the vessels?—A. Yes, sir; they were too small, and we put the lead in and had to cut it out again.

Q. You took it away, and then had to make new ones?—A. Yes, sir.

Q. And those new ones you made out of stock which you furnished and carried to the yard?—A. Yes, sir.

Q. What did you do with the first ones which you put in?—A. I think they went in scrap-lead as all such things would do.

Q. Did not you take them as yours?—A. Certainly I did.

Q. And without giving the Government credit for them?—A. Certainly.

Q. You considered them to be yours?—A. Yes, sir.

Q. Although the Government had furnished them to you and had not charged them to you, you took them out and called them yours. Is that so?—A. That is only a few dollars anyhow. It is a poor Government that cannot afford a few dollars.

Q. It is a fact, is it, that you took that lead out as yours?—A. Yes, sir: with the rest of the scrap-lead that was in there.

Q. And you took it out as yours without weight?—A. Yes, sir.

By Mr. JONES:

Q. Did not the Government furnish the lead to make the new scupper-pipes when these were taken out?—A. No, sir; I bought that outside.

Q. Were they not made up in the Government shops in the yard?—A. I cannot tell you positively whether they were or not.

Q. You do not know whether they charged it to you or not, but are you sure that you did not have the material of the Government from which to make them up?—A. I am sure of that.

By Mr. HARRIS:

Q. We have information that this was the fact, that you took two lengths and carried the material there and the work was done in the shop.—A. I took a good many things there and did the work in the shop.

Q. Did you do the work for these hawse-pipes there?—A. I cannot tell you that.

Q. Do you think you did?—A. I am not certain whether I did.

Q. But you are satisfied that you furnished the lead for these second ones?—A. Yes, sir.

By Mr. JONES:

Q. In the first place there were two made, were there?—A. There were four made.

By Mr. HARRIS:

Q. The original four were made and on hand, nearly finished, and you put them on board and afterward took them out and called them yours?—A. Yes, sir.

Q. You then furnished the material for new ones, and either made them in the Government shop, or in your own shop, and you are not certain which?—A. Yes, sir.

Q. Did the Navy employes do any work upon them?—A. No, sir.

Q. What else did the Navy furnish you which went into the plumbing job on the Quinnebaug? I am not asking about old material.—A. As I have told you before, scupper-linings, seacock-linings, &c.

Q. Were they made up?—A. Yes, sir.

Q. And you took them and used them?—A. Yes, sir.

Q. Did you allow the Government anywhere for their weight or value?—A. No, sir; I did not allow them for their weight because I never weighed them; I took them as they were ready there and used them.

Q. Nor did you allow for their value?—A. Only as I say in the \$2 000 that I allowed.

Q. Whatever you did take from the Government shops as material partially prepared for the Quinnebaug and put on to her and used you made no specific allowance for, did you?—A. No, sir.

Q. You kept no account of it?—A. No, sir.

Q. You claimed that you were entitled to it without pay?—A. I did.

Q. You understood that?—A. Yes, sir.

Q. Do you remember putting in copper pipes for pumps?—A. I do.

Q. Where did you get that material?—A. That came from the yard.

Q. State where you got it.—A. I do not know exactly the spot. It was old material, such as I claimed was to be allowed to me. It was old material that I bought there.

Q. Do you remember having two large five-inch pipes which you used for pump-pipes?—A. I do not know exactly what size they were. They were whatever was mentioned in the specifications.

Q. That came out of the Government shops?—A. No, sir; it came out of the old material knocking around the yard.

Q. It was carried to your shop, repaired and straightened?—A. Yes, sir.

Q. It was added to in length and carried on board?—A. Yes, sir.

Q. Was there anything else?—A. No, sir.

Q. You claim that you furnished that, having bought it from the Government?—A. Yes, sir.

Q. Now, how is it as to what you purchased from the Government under that clause of the contract allowing you old material?—A. I purchased brass, lead, glass, putty, gum, and dirt with it.

Q. You did not make any special purchase of dirt, did you?—A. No, sir; but I got a good deal of it there that was weighed.

Q. What else did you buy of the Navy Department while you were having charge of that work on the Quinnebaug, or at any other time?—A. That is pretty much all. There might have been some copper attached and things of that kind. I do not know whether there was or not.

Q. Did you not buy other material at the navy-yard?—A. I do not know that I did.

Q. Have you ever purchased any material at the navy-yard except under that clause of Mr. Hanscom's letter?—A. Yes, sir.

Q. What did you buy?—A. I bought pretty much the same stock. Everything was attached together.

Q. State particularly what you purchased.—A. I bought iron, glass, gum, putty, &c., and probably a little copper with it.

Q. Could you work iron?—A. I can work iron, or do anything.

Q. Did you work iron into the Quinnebaug?—A. Only bolt.

Q. You were to have the old material to work over into the Quinnebaug, were you not?—A. Yes, sir.

Q. Did you work iron over into the Quinnebaug?—A. I had iron worked over for her. I put up temporary pump-stands in her which are to come out, and new ones are to be put in. I had them worked so as to fit the day she was launched, because if she had not had those there would have been nothing there to save her from sinking. The iron for pump-standhions I put in.

Q. That was a small amount, was it not?—A. Six or seven hundred pounds.

Q. How much iron did you buy?—A. I cannot tell you that.

Q. Do your books show?—A. No, sir.

Q. Do the Government books show?—A. I do not know whether they do or not.

Q. Did you take iron out of the navy-yard under that arrangement?—A. I took iron which was fast to copper or brass, but no iron by itself.

Q. Did you buy any copper?—A. I have told you that I did.

Q. How much?—A. I could not tell you how much, because there was a lot of it lying together, and I bought it in a pile.

Q. From whom?—A. There was a board of survey, and they put a price on it.

Q. Who composed that board?—A. I think the store-keeper was the man who had it in charge, and the plumber.

Q. Name those people.—A. A couple of them I cannot name. John Coffin was the boss plumber, and he was on the survey.

Q. Somebody in the navy-yard had the supervision of that, and would probably know what you had, would they not?—A. Everybody around the yard knows what I had.

Q. How much did you have of copper?—A. I never weighed it.

Q. How much was it in value?—A. I cannot tell you that.

Q. Do your books show?—A. No, sir; I cannot give you the weight of copper, because it was all mixed up together with a whole lot of stuff that I got.

Q. How many loads?—A. Four or five, and probably more.

Q. Four or five two-horse loads?—A. I am not sure whether they were two-horse loads or one-horse loads. I know that there was a couple of two-horse loads.

Q. Of copper?—A. I did not say copper.

Q. When talking about copper I ask you about nothing else.—A. The stuff was altogether, and I cannot tell you anything about it.

Q. You cannot tell me the weight or the value?—A. No, sir.

Q. And you cannot tell of anybody who does know either the weight or value?—A. The people who appraised it must know that.

Q. Who are they?—A. John Coffin was one and the store-keeper in the construction department was another; I do not know his name. Who the other man was I cannot tell you; I do not know him.

Q. Was any charge made to you in the navy-yard, of this stock?—A. There was.

Q. Who kept the account of it?—A. The clerks in Mr. Hartt's office.

Q. And you say it was lumped rather than weighed?—A. Yes, sir; it was lumped.

Q. It was never weighed so far as you know?—A. No, sir.

Q. It was weighed in your shop, was not it?—A. No, sir; it was not weighed in my shop.

Q. Did it come to your shop?—A. Yes, sir; it went to my shop, and was sold there in a lump.

Q. To whom?—A. To Mr. Purves.

Q. Do you know how much you got for it?—A. I cannot tell you now.

Q. Give me as near an estimate as you can make?—A. I cannot tell you.

Q. Mr. Purves's books will show; cannot you give me an estimate?—A. \$300 or \$900.

Q. Is that all?—A. That is about all, as near as I can tell you.

Q. Do you swear that that is as near as you can tell me?—A. That is as near as I can tell you now.

Q. In what form was that copper?—A. It was in old sheet-copper work.

Q. Was it in any other form?—A. Pipes, &c., and things like that.

Q. Were they old pipes, or new?—A. Old pipes.

Q. Was there any pig-copper?—A. No, sir.

Q. Do you swear that there was none?—A. I will swear that there was none.

Q. Did not any copper in pigs come to your shop?—A. No, sir.

Q. Did you get any other material?—A. No, sir.

Q. Did you buy lead?—A. I bought a load of lead dross.

Q. Is that all you got?—A. To the best of my knowledge it is.

Q. Consider whether you did not get lead in pipe?—A. Yes, sir; I did.

Q. How much pipe did you get?—A. I think there were a couple of coils, all mashed up, of old lead pipe which was condemned.

Q. What size?—A. I do not know that. It went with the old scrap-lead.

Q. What else did you get; did you get pig-lead?—A. No, sir, not to my knowledge; I do not know whether I did or not.

Q. You saw it as it was brought to your shop?—A. No, sir; I did not see all there was there.

Q. Did you not see whatever came into your own possession?—A. Sometimes; I am not always there.

Q. If it came there it would be likely to remain long enough for you to see it, would it not?—A. Yes, sir; I suppose it would. I cannot say that there was any pig-lead.

Q. And you cannot say that there was not?—A. No, sir; because I do not remember now.

Q. Where was that lead weighed which you took?—A. It was not weighed; it was all in with the rest of the stuff, bunched up.

Q. Do you mean to say that you bought lead, copper, and iron in a job-lot?—A. Yes, sir; everything in a job-lot.

Q. By a survey?—A. Yes, sir.

Q. Then it was not weighed?—A. No, sir.

Q. But it was separated and carried to your shop in different parcels?—A. No, sir; it was all carried there in a bunch.

Q. Do you mean to say that all the material came together mixed up?—A. Yes, sir.

Q. How many loads in all do you think you had?—A. As I have said before, four or five loads; perhaps five or six loads.

Q. All mixed up together?—A. Yes, sir.

Q. None of the material, then, which you received out of the navy-yard under this contract was sold to you by weight?—A. No, sir.

Q. You took it as a lump, according to the estimate of the board of survey?—A. Yes, sir.

Q. Did you not have other material besides the copper and the lead; did you not have zinc?—A. Not to my knowledge.

Q. Did you not have zinc in boxes?—A. Not to my knowledge.

Q. Or in blocks?—A. Not to my knowledge.

Q. Would you not know it if you did receive it?—A. I would.

Q. Did you receive tin in pigs?—A. Not to my knowledge.

Q. Bar-tin?—A. Not to my knowledge.

Q. What became of this material?—A. I sold it.

Q. Would you not know whether you sold tin or used it in your plumbing work?—A. We use it every day in our work.

Q. Did you use any which came from the navy-yard?—A. Not to my knowledge.

Q. You say that you bought putty and glass?—A. Yes, sir.

Q. Were you called upon to use putty and glass in a plumbing job?—A. No, sir; that stuff all had to be thrown away.

Q. How came you to get putty and glass?—A. It was in the old brass

Q. Do you mean putty that had been used on glass?—A. Yes, sir; it was old glass and old putty on brass; it was in deck-lights. They were old deck-lights, all bent and condemned, which I got from the breaking up of a couple of monitors; that was where the gum was used also. It was gum, glass, lead, and everything else attached together.

Q. As I understand, you have stated conclusively that you bought nothing by weight, and so far as you know the material you bought was not weighed?—A. Yes; so far as the stuff coming out of the navy-yard was concerned, but the stuff that came from the breaking up of the boats was all weighed.

Q. I call your attention to the material which you received from the navy-yard.—A. I have stated altogether what I received from the navy-yard.

Q. You received all that material under and by virtue of the clause in Mr. Hanscom's letter to which you have heretofore referred?—A. No, sir; not all of it.

Q. What did you not receive under that agreement?—A. The first stuff that I spoke of about coming from the navy-yard was not mentioned in this letter at all. Some of it was, and some of it was not.

Q. What stuff have you been talking about? I have been asking you about a lot of material which you say you did not buy by weight, which contained copper, brass, and lead, and possibly zinc and possibly tin, together with the old glass and putty.—A. The old glass and putty did not belong in that lot at all.

By Mr. BURLEIGH:

Q. This stuff which you have been talking about did not belong to any vessel, did it? I mean the material which you took from the navy-yard?—A. Yes, sir; this copper pipe which I used over again, came out of some monitors. Some of that copper pipe was marked for one of those vessels, and I am not certain which.

Q. Was the copper pipe allowed you on this contract?—A. Yes, sir; it was old material for plumbing.

By Mr. HARRIS:

Q. All the material which you have mentioned, consisting of the five or six loads which went out of the yard, you received, did you not, under Mr. Hanscom's proposition to you that you should have the benefit of the old material?—A. If you will allow me to tell it in my own way—

Q. Answer my question. Was it or not received under that arrangement with Mr. Hanscom?—A. No, sir; I got that from the navy-yard from the board of survey that was held to value it.

Q. Then you bought it at a separate purchase?—A. Yes, sir.

Q. It had nothing to do with your contract upon the Quinnebaug?—A. No, sir, except what pipe was in it. Anything marked for those boats mentioned there, I claimed belonged to me.

Q. And you claimed that you were not to pay for it, and did not pay for it?—A. I did pay for it.

Q. You claimed that it was like the hawse-pipe—that it was prepared for monitors, and you were entitled to it, as you understood, without any allowance?—A. Yes, sir; but at the same time I did pay for it.

Q. Do you know how much all these four or five horse-loads cost you?—A. It cost me about \$600, I think.

Q. And I understand that you sold the copper for about \$900?—A. You do not understand me anything of the kind.

Q. You took that stuff at \$600, upon the estimate of the board of survey?—A. Yes, sir.

Q. What other materials did you get from the Navy?—A. Nothing more that I know of.

Q. Did you receive material from the ships which were broken up, which are mentioned in your letter?—A. I did.

Q. What did you receive from them?—A. As I told you before glass, gum, lead, putty, and all this stuff attached.

Q. What else?—A. Nothing else.

Q. You mean to say that you did not receive anything but glass, putty, and gum?—A. I mean to say that I received brass.

Q. Then you bought brass?—A. Yes, sir.

Q. How much in quantity, calculating everything, glass, putty, brass, and everything else?—A. Including everything, glass, putty, brass, and everything else, about a hundred thousand pounds.

Q. Where was that taken?—A. From Cramp & Son, and Harlan & Hollingsworth. It did not come out of the navy-yard.

Q. Was any weight taken of that?—A. Yes, sir; it is on record in the Department by Constructor Steele, my father.

Q. Who took the weight?—A. His clerks. They were taken at Cramp & Sons, and Harlan & Hollingsworth.

Q. Do you say that that material was mixed brass, copper, and lead, &c.?—A. Yes, sir; all weighed together.

Q. Do you know how much you allowed a pound for the mixture?—A. I do not; I allowed \$2,000 for the whole lot; that is where the \$2,000 comes off from the contract; I have a copy of the record of this material.

Q. From where?—A. From my father's office.

Q. Who fixed the value of that material?—A. That was fixed by Mr. Steele, Mr. Hartt, and myself.

Q. I observed that it was 103,949 pounds. What did you say you allowed for the whole of it?—A. \$2,000.

Q. That would be about 2 cents a pound, would it not?—A. I do not know whether it was 2 cents a pound or not.

Q. It would be about that amount, would it not?—A. I never figured it up.

Q. A hundred thousand pounds at 2 cents a pound would be \$2,000, would it not?—A. Yes, sir.

Q. And it consisted of brass, lead, iron, putty, glass, and gum; what proportional amount was brass and lead?—A. I cannot tell you.

Q. Give me some estimate.—A. I cannot give you any estimate.

Q. Was it half brass and lead?—A. I do not know whether it was half brass and lead, or not. There was very little lead in it.

Q. Was it mostly brass?—A. It was mostly brass, more brass than lead.

Q. What article in the whole compound would be the largest in proportion?—A. I am not certain whether it would be brass or lead. I think it would be pretty nearly even between the two.

Q. Those two articles made the greatest weight, did they not?—A. Yes, sir.

Q. I understood you to say that you had some 600 pounds of iron in all?—A. That is, in this lot.

Q. Was there no more iron than that?—A. I do not know whether there was or not; there was iron in the other lot.

Q. Was there much iron in that lot?—A. There was considerable old wrought and cast iron; some of it was worth half a cent a pound.

Q. Do you know whether there was a large or a small quantity?—A. There was considerable of it.

Q. Was there a thousand pounds?—A. I cannot tell you the weight.

Q. Was there a ton in all?—A. I do not know whether there was or not.

Q. Where did this material go to?—A. That was sold to Purves.

Q. Did you sell the whole mass to Purves?—A. Yes, sir.

Q. How much did you get for it?—A. I cannot tell you.

Q. Have you any means in your possession that will enable you to inform this committee?—A. Not now.

Q. Do you mean to say that you have not in your possession the record which would enable you to ascertain?—A. No, sir; not unless I should go to Mr. Purvis and ask him how much it was.

Q. Do not your own books show?—A. No, sir; that is outside of my own business, and I never kept it on my books.

Q. That is you bought a quantity of material for which you allowed \$2,000; you sold it to Purves & Co., and you have no idea what you got for it?—A. I mean to say that to-day I cannot tell you.

Q. Can you tell me within \$1,000 of how much you received?—A. No, sir; I cannot.

Q. Can you tell within \$3,000?—A. Yes, I guess I can.

Q. Do so.—A. I may have got \$4,000 or \$5,000 for it.

Q. Will you swear that you did not get \$7,000?—A. I would not swear anything of the kind.

Q. Will you swear that you did not get \$10,000?—A. I would not swear to anything of the kind.

Q. Will you swear that you did not get \$20,000?—A. I would not swear to anything of the kind—O, I thought you asked whether I did get that amount. I will certainly swear that I did not get \$20,000 for it.

Q. Will you go back now and say that you did not get \$10,000 for the whole thing?—A. That is a pretty fine way of getting at it, isn't it?

Q. Will you swear that you did not get \$10,000 for it?—A. No, sir; I won't swear anything of the kind.

Q. You have stated that lead and brass, in your judgment, composed more than half the amount of that material?—A. Yes, sir; together the two were larger in amount than anything else.

By Mr. BURLEIGH:

Q. How much larger than anything else?—A. I cannot tell you that.

Q. Would the old lead and brass have composed three-fourths of the stuff?—A. I cannot tell you, it has been so long ago.

Q. Was the lead and the brass equally divided?—A. I cannot tell you whether it was or not. It was pretty nearly.

By Mr. HARRIS :

Q. Do you think that the two together made more than half the weight ?—A. Yes, sir.

Q. What was old brass worth at that time, per pound ?—A. It was according to the quality ; this was a very had quality of brass.

Q. Does the Government ever have any had quality of brass ?—A. Yes, sir ; they did on these boats. There never was any good quality of brass on them ; they were built during the war when it was almost impossible to get good brass.

Q. What was brass such as that worth in the market ?—A. Probably 10 or 10½ cents, or near that neighborhood, the day it was sold.

Q. Was it not worth 15 cents ?—A. No, sir : that brass was not.

Q. What was the lead worth ?—A. Lead at that time probably was worth about 5½ cents ; to-day it is only worth 6 cents.

Q. If your brass was worth only 10 cents, and you had one-fourth of the whole weight in brass, that would bring you \$2,500, would it not ?—A. You must take into consideration the hauling, handling, sorting, &c. It cost considerable to bring it from Wilmington.

Q. If you had 2,500 pounds of lead, at 5½ cents a pound, you would have another \$1,250. Now state if you did not get more than \$5,000 for that material.—A. I tell you I cannot say that, because I do not know.

Q. Will you swear that you did not get more than \$5,000 for it ?—A. I won't swear anything about it, because I can ascertain exactly and tell you.

Q. You have just said that you could not ascertain—that you had no books.—A. I say I can get it from Mr. Purves.

Q. That material which you took was estimated by your father, by Mr. Edward Hartt, and by yourself ?—A. Yes, sir.

Q. Without your ever having spent anything upon it, except for its transportation, you sold it for cash to Purves & Company for a sum of money which you will not swear was not \$7,000. Is that the form in which you put your statement ?—A. That is, as far as the first part of it is concerned.

Q. How much did it cost you to transport it from Wilmington ?—A. I cannot tell you that either.

Q. State how much, within \$100.—A. I cannot tell you that.

Q. Did it cost you \$200 ?—A. I do not know whether it did or not, probably more, and probably less.

Q. And all you did, then, was to hand it over to Purves & Co. ?—A. Yes, sir ; after taking it to my place and sorting and cleaning it.

Q. You claim that the \$2,000 allowance for that old material was paying the Government for what ?—A. For the old material.

Q. You claimed that it was making an allowance to the Government on your contract.—A. I say that it was a way of paying the \$2,000. I made an allowance deducting it from my money which I was to get from the Government.

Q. The Government charged you with that on your contract-price. That was all, was it not. It charged you with that as so much money paid you on your \$12,000 contract ?—Yes, sir.

Q. How was it with the \$600, which you allowed for the old material in the yard ?—A. That was also deducted.

Q. Have you been paid the balance ?—A. I have been paid one-half.

Q. How much does the Government now owe you ?—A. The Government now owes me, or will, when the ship is completed, in the neighborhood of \$5,600.

Q. How much has the Government already paid you ?—A. Three thousand and nine hundred dollars in cash, I think, or somewhere in that neighborhood.

Q. You have received the old material valued at \$2,000 ?—A. Yes, sir.

Q. Also the old material in the navy-yard at \$600 ?—A. Some of that is not paid yet ; some of it is standing in the books against this other claim ; some of it has not come out of the Treasury ; some of this material that I did not allow on the first matter is standing on the books against me. It has not come into my account yet.

Q. You have received \$2,000 worth of material from the old boats ?—A. Yes, sir.

Q. Which you recognized as a payment on your contract ?—A. Yes, sir.

Q. You have received \$600 of old material from the navy-yard, which you recognize as a payment toward your contract, or something to be charged to you on the contract ?—A. Yes, sir ; it is to be charged to me, but not in the contract.

Q. How, if not in your contract ?—A. I do not understand you.

Q. All the material which you have received from the Government, either from the navy-yard or from Wilmington, you recognize as an offset to your contract-price, do you not ?

The WITNESS. Do you mean for me to deduct that from my contract ? I understand that.

Q. How much cash have you received ?—A. Thirty-nine hundred dollars.

Q. And the balance is due you when the contract is completed ?—A. Yes, sir.

Q. I notice that your specification differs entirely from the specification which was furnished to other people to bid on for the plumbing on the Quinnebaug ; state how that occurred ?—A. When this specification came to me, I observed that lead was mentioned as

three-eighths of an inch in thickness. Having worked in the navy-yard, and having done navy business and seen it done all my life, I thought it was a little too heavy, and heavier than I had generally seen it around the Brooklyn yard. I reduced it to the weight which is seen in that specification of mine.

Q. Did you make out your specification?—A. I reduced the figures from the original specification, and submitted it to the Department with my bid which they accepted.

Q. Did you make an offer upon the specification as originally drawn by the Department?—A. No, sir; I did not.

Q. The Department put out this specification and asked for bidders with material three-eighths of an inch thick. Did you make an offer to comply with that specification?—A. I did not.

Q. Why?—A. Because I did not think it was necessary; I thought the material was too heavy.

Q. What had you to do with that? Why did you not bid on it as it was?—A. I was not compelled to do that.

Q. Whom did you consult with about altering it and making an entirely new proposition to the Department?—A. Nobody.

Q. Did you not consult with any one connected with the Navy?—A. No, sir.

Q. Did you have any correspondence with the Department on the subject?—A. Not except what you have seen.

Q. Where is your offer?—A. It is in Washington; I have not got a copy of it.

Q. Did you write more than one letter?—A. I cannot say whether I did or not.

Q. Did you see any person connected with the Department?—A. Before any specification was given out, I did. I went to my father and asked him about it. Before any specification was made or anything of the kind, I asked him if I could not get this work. He said, I do not know, you will have to try; we cannot do it in the yard on account of everything being upside down.

Q. Did he give you any advice about it?—A. He told me to go for it if I could get it.

Q. Did he do anything to help you get it?—A. He did.

Q. What did he do?—A. He was the man who asked if the work was to be given out. I asked father if that work was to be given out, and he went to Washington, and in Washington, transacting business, he asked the chief, Mr. Hanscom, about it. Mr. Hanscom told him to tell Mr. Feester, who was then the assistant naval constructor in the Philadelphia navy-yard, and who is now in Brooklyn, to get up a set of specifications, give them to the plumbers in the city and let them bid on them.

Q. That was the first set of specifications?—A. Yes, sir; then when I got mine I reduced them.

Q. Did you not know that the original specification required $\frac{3}{8}$ -inch material?—A. Yes, sir; the specifications came to me.

Q. Did you not know that they were to be $\frac{3}{8}$ -inch?—A. I only know from what I got. I looked at the specification, considered it too heavy, reduced it, and submitted my own.

Q. Why should not somebody else connected with the Department have found that out before you?—A. I had nothing to do with the Navy Department.

Q. Do you know why that specification called for such heavy material?—A. No, sir; I do not.

Q. You know the effect of it was to put every other plumber in the city of Philadelphia to bidding on a contract for $\frac{3}{8}$ -inch thick material?—A. I do not know anything about that. I do not know what they bid on.

Q. Do you not know that the specification handed to every plumber in the city of Philadelphia required them to estimate upon material $\frac{3}{8}$ of an inch thick?—A. If they bid on those specifications it was all right.

Q. At whose suggestion did you make that subsequent change in the specification?—A. My own.

Q. Do you say that you had no conference with anybody?—A. I had not.

Q. Who has charge of the inspection of old material at Harlan & Hollingsworth's—I mean the old material which came into your custody?—A. I do not know; I know it comes through father.

Q. Is not he the inspector?—A. He is inspector of breaking up the vessels.

Q. Would not he then inspect all old material?—A. I suppose that he would.

Q. At whose suggestion was that clause put into your contract?—A. I asked about that myself.

Q. Whom did you ask?—A. I spoke to him about it.

Q. You asked your father?—A. Yes, sir.

Q. Was there any other contractor or plumber in the city of Philadelphia who had a similar offer made to him?—A. I do not know whether there was or not.

Q. Did any other plumber in the city of Philadelphia know, so far as you were informed, that such an advantage would be offered to him, if he took the job?—A. I do not know whether he did or not; I do not know anything about it.

Q. That was known to you alone, was it not?—A. So far as I know. I do not know whether they knew it or not.

Q. Have you any belief that any of them had a similar advantage?—A. I never thought of it at all.

Q. That letter from Mr. Hanscom, dated January 30, 1875, was written in response to your offer?—A. Yes, sir.

Q. Did your offer contain a proposition to take old material?—A. I do not know whether it did or not. I have not seen the offer for so long I do not know anything about it now.

Q. Did you not make the offer with the distinct understanding that you were to have this old material?—A. I have said that I have not seen the offer for so long that I have forgotten entirely how it was worded.

Q. Would you have accepted the proposition of \$12,000 therein contained without that provision concerning the old material?—A. No, sir; I would not.

Q. In your opinion, was not that old material worth the difference between your offer of \$14,000 and the offer of the other firm in this city at \$22,000?—A. There was one offer of \$7,000, I heard afterward, indirectly, but I did not see that.

Q. Who told you that?—A. One of the plumbers who worked for me told me that he heard a man named Joins had bid for \$7,000.

Q. Then yours was not the lowest bid?—A. From what he said, it was not. This man is now in Europe. I have no absolute knowledge on this subject.

Q. State whether or not the advantage of the old material which you had did not make to you a difference equal to the difference between \$14,000 and \$22,000, which was the next highest bid above you?—A. I only got \$12,000.

Q. Your offer was \$14,000, was it not?—A. Yes, sir.

Q. I will then put it at \$12,000. Was not that worth \$10,000 for you?—A. I cannot tell you that.

Q. Will you swear that it was not worth \$10,000 to you, net?—A. I won't swear anything of the kind.

By Mr. JONES:

Q. Did I not understand you to say that you were to have all the work that was commenced in the plumber's shop—that all such work as was intended for the Quinnebaug was to be turned over to you?—A. That was my understanding.

Q. Did you state that in your proposition to do this contract?—A. Whether I did or not I cannot say, because I have not a copy of the offer.

Q. Did I not understand you to say that that did not amount to much?—A. It was very little.

Q. How much do you say it amounted to?—A. I never figured on it at all.

Q. Make an estimate.—A. It would not amount to \$125, I do not think.

Q. You ascertained that the house-pipes which were made in the plumber's shop in the yard for the Quinnebaug were not fit to be used, when you came to put them in?—A. Yes, sir.

Q. You cut them out?—A. Yes, sir.

Q. That material, I understand, you carried away with your carts?—A. I did.

Q. Did you not make the other two articles at the shop, the Government furnishing the material?—A. No, sir; the Government furnished no material for those things, after I took them out; I furnished it myself.

Q. I understood you to say you bought no pig-tin from the Government?—A. Not to my knowledge.

Q. Did you not get any material from the yard which was used for galvanizing purposes?—A. I got dross, as I told you before.

Q. I ask you if you got from the Government any material that they used for galvanizing?—A. I got some old dross.

Q. I am not asking you about that; I ask you if you got any material from the Government at the navy-yard that they used for galvanizing?—A. I did.

Q. How much?—A. I could not tell you that, either.

Q. How much do you think you got?—A. I cannot tell you.

Q. Was it one, two, three, or four loads?—A. Probably it was one or two loads; I cannot tell exactly.

Q. Whom did you sell that to?—A. All that stuff that I got went to Purves.

Q. Were those two-horse loads?—A. I don't know whether they were or not; I think they were.

Q. Did you not have a large lot of composition in this lot of stuff that you say was sold to you by this board of survey?—A. As I have said before, there was a lot of brass, &c.

Q. And composition?—A. Composition is brass; it is the same thing.

Q. Were there three or four loads of that?—A. No, sir; there were only four or five loads altogether.

Q. Were there not half a dozen altogether?—A. Probably there were.

Q. How many loads should you think there were of composition?—A. There was no clear composition at all; it was all mixed up with other stuff.

Q. How many loads did you get from the Navy Department, which was sold to you by this board of survey?—A. Probably five or six loads.

Q. What did they consist of?—A. Dross, copper, lead, brass, zinc, and there was probably some iron attached to it.

By Mr. BURLEIGH :

Q. Did you not get copper pumps out of that lot?—A. No, sir; not to my knowledge.

Q. Did you not get any composition pumps out of that lot?—A. Yes, sir.

Q. How many?—A. I don't know.

Q. What would they weigh apiece?—A. Sixty pounds.

Q. State whether there were not several tons of composition in this lot of stuff, which you received from the yard, bought at the valuation placed upon it by that board of survey.—A. No, sir, there was not; I do not think there were over several tons altogether. It made a big bulk, but there was not much weight in it.

By Mr. JONES :

Q. Did not you or your men go around in the cellars, in the stores, and in the lofts of the buildings there, and collect this copper, composition, brass, and lead, put it upon the pavement, or in front of the buildings, and afterward put it into the carts?—A. My men did the transportation and the hauling of it.

Q. Did they put it in the carts and haul it away without being weighed?—A. The stuff was all there, and it was all condemned material.

Q. Did not they do that outside of this pile of stuff that was sold to you by the board of survey?—A. No, sir; this was the stuff sold to me by the board of survey. May be my men chucked it into a heap at the time the board of survey was held upon it.

Q. Was not there any picked up and added to it after that board was held?—A. No, sir; there was a board of survey on everything I got.

Q. Whom did I understand you bought this stuff from, or where did it come from? I refer to the material which you bought at the time your father, Mr. Hartt, and yourself made a bargain with reference to material?—A. Cramp & Sons, and Harlan & Hollingsworth. That was weighed.

Q. Where was it weighed?—A. At Cramp & Sons', and Harlan & Hollingsworth's, by Government weighers.

Q. What time did you buy this stuff which came from Cramp & Sons, and Harlan & Hollingsworth?—A. It must have been four or five or six months ago.

Q. What month?—A. I cannot tell you that; I do not remember it; I think it was in cold weather.

Q. By whose orders was this stuff sold to you?—A. By the order contained in that letter where the stuff is mentioned.

Q. I understand that letter gives you the privilege of using the old material?—A. That is the same thing. If the material is not fit to use I have a right to sell it.

Q. By whose orders did you buy that material?—A. I had no orders to buy it, except what are stated in the letter.

Q. By whom was it sold to you?—A. The stuff was delivered to me; Messrs Hartt and Steele made the survey on it, and I paid so much money for it.

Q. You, and Mr. Hartt, and Mr. Steele agreed on the price you were to pay, and that is the way you got that stuff?—A. Yes, sir.

Q. How old are you?—A. I will be twenty-four in September.

By Mr. HARRIS :

Q. State whether or not you worked and put into that ship any of the material which you received under that arrangement.—A. I did some of it, copper pipe, &c.

Q. Anything else?—A. There may have been some other things; there may have been a couple of pump-chains, or something like that.

By Mr. BURLEIGH :

Q. What was the amount of your contract?—A. \$12,000.

Q. On that you have received how much in cash?—A. \$3,900.

Q. What else have you received?—A. Old material.

Q. You have received 102,000 pounds of old material, according to the survey, have you not?—A. Yes, sir; I have received that, and that has been deducted from my contract.

Q. You have received, therefore, so much cash, and had 102,000 pounds of brass, lead, &c.?—A. Yes, sir.

Q. You have also received these six horse-loads from the navy-yard of lead pipe, copper pipe, and some copper, brass, and zinc?—A. Yes, sir.

Q. How much does the Department owe you now?—A. I should say, when my contract was completed, \$5,600 or \$5,700.

Q. After receiving that, your account with the Department will be square on that contract?—A. Yes, sir.

Q. When you made your specifications, who presented them to the Department?—A. I think they were sent by me; I am not positive about it.

Q. Did you go there yourself?—A. I was there several times; I go to Washington very often.

Q. Did your father go there with you ?—A. He has been there with me several times.

Q. In regard to this contract ?—A. Not personally in regard to that.

Q. But he was there about that time ?—A. Yes, sir ; transacting business of his own.

Q. He consulted and you consulted with Mr. Hanscom in regard to this ?—A. He was the one who introduced me to Mr. Hanscom.

Q. Your father consulted with him in regard to this contract, did he not ?—A. I don't know whether he did or not ; not in my presence.

Q. What other advantages did you get from the Government on this contract ?—A. No other advantages, that I know of.

Q. You had the material out of four different vessels ?—A. Yes, sir.

Q. Those vessels had not been used a great deal, had they ?—A. They were rotten ; I don't know whether they had been used or not.

Q. The lead pipe was not rotten ?—A. There was no lead pipe in monitors, or not enough to speak of ; I don't believe there is forty feet of lead pipe in a monitor.

Q. There was brass and copper in each of them ?—A. Yes, sir.

Q. They were all provided with water-closets and dead-lights ?—A. Yes, sir.

Q. House-pipes and scuppers ?—A. No, sir, not in monitors ; all those things are below water.

Q. What did this 100,000 pounds come out of ?—A. Magazines ; it was magazine lead, dead-lights, water-closets ; that was about all.

Q. And out of those four vessels there was enough to amount to 100,000 pounds ?—A. Yes, sir, with the glass and everything else.

Q. What did you do with the composition pumps that you got out of the yard ?—A. Some of them were broken up ; they were sold with the rest of the material.

Q. Were there any pumps in that stuff you got out of the monitors ?—A. No, sir ; there may have been some pump-chambers.

Q. Were they got out whole, or was there a necessity for destroying them ?—A. They all came apart. The chamber was the only part about them that was composition. Probably I got a couple of those that were fit to use.

Q. There were how many ?—A. I cannot tell you that.

Q. Out of the whole four vessels there were how many pumps—a half dozen each ?—A. Those vessels have steam-pumps. There is no chance to use hand-pumps.

Q. Would not there be two or three on each of them ?—A. There might have been a couple on each.

Q. Did you furnish pumps on your contract ?—A. Yes, sir.

Q. Did you use any of those old pumps ?—A. I think I did.

Q. Out of the whole of those pumps did you not get enough for those new ones ?—A. Of the main pumps I did—the chambers.

Q. Those pumps were sold to you in the 102,000 pounds lot, were they not ?—A. Yes, sir ; I believe they were.

By Mr. HARRIS :

Q. You have stated that, for certain articles which you got out of the navy-yard, you received \$300. Did you sell all you took from the navy-yard to Purves & Co. for \$900 ?—A. I don't know whether I sold all at that time or not. I may have sold some afterward.

Q. Can you tell how much you received in all ?—A. No, sir ; for I have no account of it.

By Mr. JONES :

Q. Did you sell all this stuff which you received from Cramp & Sons and Harlan & Hollingworth, and from the navy-yard, to Purves & Sons ?—A. Yes, sir.

Q. That is the stuff you did not use ?—A. Yes, sir. All the old material that I had that I did not use I sold to him.

By the CHAIRMAN :

Q. Do you identify the letter which you have furnished to the committee, marked copy, and addressed to E. Hartt, U. S. N., navy-yard, Philadelphia, as a copy taken from the books of your father's office ?—A. I asked him for a copy, and he gave me that the other day. That is all I know about it.

Q. Is the original signed by your father ?—A. Yes, sir.

Q. The copy, however, is not signed ?—A. No, sir ; it is a pencil copy. It is as follows :

"429 WALNUT ST., Phila., Nov. 8, 1875.

"SIR : I have delivered to Mr. W. Fleet Steele, ship-plumber of this city, old material, consisting of brass, lead, iron, putty, glass, and gum attached, amounting in all to 102,949 lbs., from the monitors and torpedo-boats Koka, Minnetonka, Algoma, and Otsego, broken up by the Harlan and Hollingsworth Co. at Wilmington, Del., and Mr. Cramp and Sons of this city.

"Very respectfully, your obedient servant,

" _____

"Naval Constructor, U. S. N.

"N. C. E. HARTT, U. S. N.,

"Navy-Yard, Phila."

The letter from Mr. Hanscom to me, heretofore referred to in my testimony, is as follows:

“NAVY DEPARTMENT,
“BUREAU OF CONSTRUCTION AND REPAIR,

“August 11, 1871.

“SIR: Referring to your offer of the 6th instant to do all the plumbing-work on the Quinnebang for the sum of \$14,000, the bureau considers it too high, and proposes to you that you shall do all the necessary plumbing-work, that is to say, furnish all necessary ship's water-closets, urinals, with tanks, cocks, valves, waste-pipes, and other lead pipes connecting the same, also the lining of the head and mangers with head-pumps, all the necessary drills; also lining the bowsprit-bed, house-pipes, galley-bed, ship's scuppers, air-ports, under-case, chocks, magazines, shell-rooms, passages, light-boxes, boat-ammunition room, sail-room, bread-room, pantry, and furnishing sea-cocks, channel-pumps, deck-pumps, bilge-pumps, fresh-water pumps, copper strainers, sounding-pipes, sills, &c. And, in consideration of your doing the work as above set forth, the bureau agrees to pay the sum of \$12,000. The old material the Government will furnish to you to be reworked, which have accumulated from the breaking up of the light-draught monitors Koka and Minnetonka, at Wilmington, Delaware, and the Algoma and Otsego, at the works of Cramp & Sons, Philadelphia, will go toward the material used in this work. The balance to be paid by two equal payments in money, on the certificate of the naval constructor superintending the work that the work is satisfactorily completed according to specifications, which will be furnished. Please notify the bureau in writing of your acceptance of this proposition.

“Respectfully, your obedient servant,

“I. HANSCOM,
“Chief of Bureau.

“W. FLEET STEELE, Esq.,
“Philadelphia, Pa.”

CHARLES M. SANDGRAN sworn and examined.

By the CHAIRMAN:

Question. Have you had any connection with the Government navy-yard in this city?—Answer. I have not.

Q. Have you been in the employ of any of the contractors for the removal of property from the old yard?—A. No, sir.

Q. Do you know anything about the unlawful removal of any property, such as lead, copper, or any material of that kind?—A. Not of my own knowledge.

Q. Have you any information upon that subject, the sources of which are available to this committee?—A. I have not anything that would be considered evidence; I have heard of some things being taken from the navy-yard, but of my own knowledge I know nothing.

Q. Do you know of any lead having been taken from the Quinnebang?—A. I do not.

Q. All, then, that you know, or pretend to know, is simply hearsay?—A. Yes, sir; in reference to that matter, or in reference to anything being taken out of the navy-yard. I know that my firm, consisting of my brother and myself, were called on by a Government officer to give specifications for the plumbing-work on the Quinnebang, and did so. We found afterward either that the specifications were given to us as a blind, or that the person who got the contract did not comply with the specification by a very considerable.

Q. Do you remember the amount of your estimate?—A. I think it was about \$22,000.

Q. Do you remember the officer who submitted those specifications to you?—A. I do; it was Mr. Joseph Feaster, who is now, I believe, naval constructor, and who was at that time foreman at the Philadelphia navy-yard, carpenter's department.

Q. Do you say that the party who is doing the work must have had different specifications from those submitted to you?—A. He must, or else he has been let off with more than half of what the specifications would have compelled me to furnish.

Q. Looking to what the the present contractor is doing or has done, if you had had the contract which he is apparently performing, what would you have done it for?—A. I would have done it for about \$10,000 if the specifications had been awarded according to the material which had been furnished, owing to the consequent reduction in labor and material necessary to fasten together.

Q. What is the name of the contractor who is now doing the work?—A. Steele.

Q. Is he a son of Constructor Steele?—A. Yes, sir; Mr. Steele the constructor was formerly inspector of iron-clads at this port.

Q. That, then, is the extent of your knowledge in regard to the management of affairs at the navy-yard?—A. Yes, sir. I do not know anything about what transpired in the

yard, and do not attend to the out-door business of our establishment. We have done no work in the navy-yard, nor have we had any connection with any work to be done there.

By Mr. HARRIS :

Q. How do you know that the work is not being done according to the specifications given to you ?—A. My brother and one of my workmen have been on board the vessel, and have brought specimens of the lead which has been furnished.

Q. Have you been there ?—A. No, sir.

Q. Do you know anything about it ?—A. No, sir.

Q. Why do you testify, then, as if you knew all about it ?—A. I am not doing so. I testify that specimens of the lead which have been brought from the ship are such as I have stated.

Q. You have not seen any of the work that they are doing ?—A. No, sir ; but I have seen some of the material.

Q. You have not seen any of the work yourself, however ?—A. No, sir.

Q. But you have seen some specimens of sheet-lead which have been brought to you by your brother, and from his story, and judging from the sheet-lead which you have seen, you consider yourself able to make this statement ?—A. That is so, sir.

Q. Would you consider your statement, under those circumstances, to be reliable ? Would you be willing to take another man's statement under such circumstances ?—A. No, sir ; I would not.

Q. Do you consider your testimony, given under those circumstances, such that we can absolutely rely upon it ?—A. No, sir ; it is not such testimony as would be taken in a court of justice.

Q. You say you think you could have done what you offered to do at \$22,000 for \$10,000 from some sheet-lead which you have seen and the statement made by your brother ?—A. Yes, sir ; and the statements made by parties.

Q. Do you know, of your own knowledge, that the contractor is not doing the work exactly as you agreed to ?—A. I could not swear to it.

Q. Then you do not know it, do you ?—A. I cannot say that I know it ; that is to say, I cannot say that I know it legally, but morally I do know it.

Q. How can you morally know it when you have not seen it ?—A. Because I have the evidence of persons who have seen it, whose word is reliable.

PHILADELPHIA, April 5, 1876.

GEORGE M. SANDGRAN sworn and examined.

By the CHAIRMAN :

Question. Did you make an estimate of plumber's work for the Quinnebaug ?—Answer. I did.

Q. Have you a copy thereof ?—A. I have. [Producing same and handing same to chairman.]

Q. Who made the estimate upon these specifications ?—A. Myself and my brother.

Q. Which did it ?—A. My brother did the writing, and we both did the ciphering.

Q. You offered to do the plumbing on this vessel for how much ?—A. \$22,000.

Q. Do you know how much the man who got it took it for ?—A. I have understood that he took it for \$12,000.

Q. Since the work has been progressing, have you been upon the Quinnebaug ?—A. I have, several times.

Q. Is she finished ?—A. No, sir.

Q. What portion of the plumbing-work for that vessel has been already done ?—A. I do not think there is more than one-fourth of the work done.

Q. Under this contract, or these specifications, were you to furnish all material ?—A. Yes, sir.

Q. From observation, how much chance have you had to see work which has been done ?—A. I have been on board several times as the work has progressed, expressly to see how the work has been done, and if the material used was in accordance with those specifications.

Q. Is there an officer there inspecting the work as it progresses ?—A. None that I know of ; everybody states that there has been no inspector there.

Q. State from your own observation wherein, if in any respect, the work being done differs from the work required by this specification ?—A. In the first place, the bowsprit lead is only one-third of the weight of metal called for in those specifications.

Q. What was the size of metal to be put on ?—A. Three-eighths of an inch thick, weighing about 24 pounds to the foot.

Q. What is the size or thickness being put on ?—A. It is what we call 8-pound lead, one-third the thickness ; that is the size which has been used. [Exhibiting specimen.]

Q. Where did you obtain that specimen?—A. I brought it from my shop.

Q. You did not get it, then, from the vessel?—A. No, sir; but it is a *fac simile* of what is used on board the vessel.

Q. Have you the three-eighth metal?—A. Yes, sir; that is it. [Producing specimen.]

Q. How do you know that that lead is used? [Referring to first specimen.]—A. Because I went there and saw it.

Q. How much lead of the lighter kind would it take to use on that vessel?—A. Just the same number of feet.

Q. What other parts have you observed which are not well done, in your estimation?—A. The hawse-pipes; they are made out of twelve-pound lead; they ought to be three-eighths thick, weighing about 24 pounds to a square foot.

Q. Have you seen them in?—A. Yes, sir.

Q. What else have you seen that you say is not rightly done?—A. The scuppers; those are made of twelve-pound lead; that is, twelve pounds to a square foot—three-sixteenths, a little full. The three-eighths lead, called for by the specification, is 24 pounds to a square foot.

Q. What other points have you noticed?—A. The side lights. The specifications do not say how thick they are to be. There is a good deal of other work done on board the vessel which I have not seen.

Q. Are there any other things to which you can call the attention of the committee, which differ from the specifications upon which you figured?—A. There is nothing that I can say of my own knowledge. I went aboard the ship several times, and was finally invited to stay away. I being a stranger, they probably thought I had no business there.

Q. Your object was to see whether or not they were doing the work as your specifications required you to do it?—A. My main object was to see how he could afford to do that work for \$12,000, which would have cost me \$18,000 or \$19,000 to furnish the material.

Q. Do you think that the specifications given to you required more material than was necessary for good workmanship?—A. I think the material, in my judgment, might have been used a little lighter, and it would not have been any disadvantage to the vessel or to the Government.

Q. From whom did you get the specifications?—A. Mr. Joseph Feaster brought them to my place of business.

Q. By what authority did he bring them to you?—A. He said that he was sent there by the officers of the navy-yard; he was foreman at that time, I believe.

Q. I have before me a proposition said to have been made by Mr. Steele, which I will read to you. [The proposition was here read.] Having heard me read that offer of Mr. Steele's, what would you say that you could have done, the same work for?—A. I could not reply to that unless I went into a calculation upon the subject.

Q. What do you think you could have done it for and complied with his specification?—A. He takes off one-third of the material and fully one-third of the labor. I could have done it very readily for \$11,000 or \$12,000 and been satisfied and made a living profit out of it.

Q. So far as you have observed, and so far as you have heard, has he complied with his own specifications in doing that work?—A. I do not think he has, for this reason: There is not a particle of his work that is nailed or properly fastened, or was not yesterday.

Q. Is the work done?—A. No, sir; but it is done so far as this part is concerned. The bowsprit is the only piece of work that has any nails in it; I know the scuppers have not.

Q. I will read to you a portion of Mr. Steele's proposition:

"In consideration of your doing the work above set forth, the bureau agrees to pay the sum of \$12,000. The old material the Government will furnish you to be reworked, which has accumulated from the breaking up of the light-draught monitors Koska and Minnetonka, at Wilmington, Del. The Algoma and the Otsego, at the works of Cramp & Sons, Philadelphia, will go toward the material used in the work, the balance to be paid in two equal payments in money on the certificate of the naval constructor superintending that the work is satisfactorily completed according to the specifications which will be furnished."

Q. Do you work up old material?—A. Frequently.

Q. Would there have been any advantage to you in so doing?—A. I think the old material from these monitors whose names you have mentioned would have been enough to pay the bill; I should judge so.

Q. Would you have considered it any advantage to your contract if you could have had the opportunity to have worked up the old material from these monitors?—A. I should. If I could have got the old material which that document allowed Mr. Steel to have the use of, I could have made a very pretty thing out of the contract.

Q. But this material had to be charged to him?—A. It does not seem so. I under-

stand that he gets \$12,000 and the old material. The specifications submitted to me are similar in order and general terms to the specifications submitted to Mr. Steel, but the specifications submitted to me required a greater weight of material.

By Mr. BURLEIGH :

Q. I think you said that the lead put on the bowsprit by Mr. Steel was not so heavy as that named in his contract ?—A. I did.

Q. The specifications sent to you required 24-pound lead to the foot ?—A. Yes, sir.

Q. But Steel has not put the lead even of the thickness of 10 pounds, as required by his specifications ?—A. No, sir ; it is about 8 pounds to the foot.

Q. What would be the result if lead of insufficient thickness was put there ?—A. The lighter the lead, of course the quicker it would wear out.

Q. If it should cause a leak, then what would occur ?—A. They would then have to take the bowsprit out and do the work all over again, recaiking and releading it and putting it back.

Q. Would not that be attended by considerable expense ?—A. It would.

PHILADELPHIA, April 15, 1876.

ALEXANDER GEDDES sworn and examined.

By the CHAIRMAN :

Question. What is your business ?—Answer. Plumber.

Q. Are you employed by anybody ?—A. I am employed by Sandgrant & Bros.

Q. Have you ever taken contracts in your own name ?—A. No, sir.

Q. Are you a journeyman ?—A. I am.

Q. Do you know anything about plumbing-work done upon the Quinnebaug ?—A. Yes, sir.

Q. Have you visited her ?—A. Yes, sir.

Q. How many times since work has been going on ?—A. Twice.

Q. Did you ever see the specifications upon which your employers figured ?—A. Yes, sir.

Q. Did you read them over ?—A. I have.

Q. Did you do anything about making the estimate ?—A. No, sir.

Q. You know what they undertook to do by their offer ?—A. Yes, sir.

Q. State whether or not the work which has been done differs from that which your employers figured upon.—A. It differs from my boss's specifications.

Q. In what particulars ?—A. In the weight of the material.

Q. What is the difference between the weight of the material furnished and the weight which your employers were to furnish ?—A. Steel furnished on his job on the bowsprit 8-pound lead.

Q. Instead of 24-pound lead ?—A. Yes, sir. The seuppers were one-quarter or 12-pound, in place of three-eighths.

Q. Quarter-inch lead would be about 16-pound lead, would it not ?—A. Yes, sir. One-eighth weighs what we call 8-pound lead ; two-eighths would be 16 pounds, and three-eighths, 24 pounds. The side-lights that they put in were still lighter. You could not exactly tell what they were, but they were not over five pounds in weight.

Q. How much was there of that ?—A. Those side-lights are all around the side of the vessel.

Q. Do you say that that was too light ?—A. I think it is too light.

Q. How thick do you think it should be ?—A. It ought not to be less than 8 pounds for the side-lights.

Q. What else have you noticed which was not as thick as you think it ought to have been ?—A. I have not been on her since she left the navy-yard. None of the work is done on her according to the specifications.

Q. Wherein does it differ ?—A. In the material and the weight of the lead. A man working on heavy material does twice the amount of work that is required if he is working on light material.

Q. Is the work that has been done well done ?—A. It is a passable job of work.

Q. Is it soldered and fastened and nailed as it should be ?—A. No, sir ; I did not see any nails. They might have put them in afterward.

Q. It would not be finished until it was nailed, would it ?—A. No, sir ; it ought not to be. A job is not complete without it is nailed.

Q. Then, your impression is that when you saw it it was not finished ?—A. No, sir ; they were working on it. I went aboard to see what material they were using. Young Mr. Steel said to me, "What is the matter with the old man ? He must have been crazy to put an estimate in of that amount, for I am getting just about one-half." I told him I did not know what my boss's estimate was.

PHILADELPHIA, *April 20, 1876.*

JOHN B. HOOVER recalled.

By Mr. HARRIS:

Question. At any time during the process of removing materials from the old navy-yard to League Island do you remember a pile of old copper, zinc, lead, and scraps of one kind and another, containing perhaps brass or composition, lead pipe, and refuse stuff of that character, which was gathered up and thrown out, and then estimated by a board as plumber's stock? Were you not on a board with a plumber for that purpose?—Answer. Yes, sir; I remember that matter.

Q. State the particulars thereof in your own way.—A. It was a lot of old plumbing-material. Mr. Hartt called attention to it, and asked me about what I thought it was worth, saying that Mr. Steel was going to get it in part payment, or something of that kind. I did not exactly understand the matter, but I heard he was going to get it in part payment for some work done on monitors.

Q. Was that work done on the Quinnebaug?—A. Yes, sir. He asked me to place my valuation on it.

Q. Did anybody join you in making the valuation of that material?—A. Yes, sir; Mr. John Coffin and I valued it.

Q. What is Coffin's position?—A. He was the chief plumber.

Q. Is he here about the yard?—A. No, sir.

Q. Where was that material?—A. It was lying opposite the store-house on the pavement.

Q. Who besides you and the plumber judged of its value?—A. I think Mr. John Davis. He was foreman of the iron-plating.

Q. Is he here?—A. No, sir.

Q. Where does he live?—A. I cannot tell you that.

Q. Do you not know whether he is in Philadelphia?—A. He lives in Philadelphia.

Q. Do you understand that all the material which was to go to Steel had been gathered up in a pile before you made your survey?—A. Yes, sir.

Q. Describe the pile as you now recall it.—A. I do not know that I could do that; it consisted of various things. I know there was an old condemned pump—an old bilge-pump. There were some old pipes.

Q. Was that old battered pipe in rolls?—A. Yes, sir; there were some old canopy-stanchions. There were condemned main ship-pumps.

Q. Were there considerable lead, short pieces of pipe and long pieces?—A. I do not think there was any lead in it.

Q. You said that there was battered pipe?—A. I meant copper pipe.

Q. Do you not remember that there were coils of lead pipe which had been battered and which were held on the reels?—A. There might have, but I do not remember.

Q. Was there some composition?—A. Yes, sir; it was principally old composition.

Q. Old composition and copper?—A. Yes, sir.

Q. Do you know what estimate you put upon it?—A. I forget.

Q. Did you make a written report?—A. No, sir; I made a verbal report to Mr. Hartt.

Q. State, as nearly as you can, how much your estimate was.—A. I won't be positive, but I think it was \$200.

Q. You did not weigh that material, did you?—A. No, sir; we just lumped it there.

Q. Don't you think the estimate was \$600?—A. I won't say positively about that; I forget.

Q. Was there any pig-metal in it of any kind?—A. No, sir; none that I saw.

Q. How large a pile of it was there?—A. It was probably a pile about 8 or 9 feet long, 2½ or 3 feet wide, and about 15 or 16 inches high.

Q. Was there a good deal of small stuff in it?—A. No, sir; it was these old canopy-stanchions, and one thing and another of the monitors, together with pipe and these pumps.

Q. Do you know whether or not anything else was added to that pile after you made your survey?—A. No, sir; there was another lot that we estimated on.

Q. What was the second lot?—A. Principally the same thing, old metal.

Q. Where was that?—A. That was in a room in the store-house.

Q. What did it consist of?—A. Various things; old canopies and one thing and another—miscellaneous material.

Q. Do you say that most of it was old?—A. Yes, sir.

Q. How large a pile was that?—A. It ran about the same size as the other.

Q. Do you remember what you called that worth?—A. No, sir; I do not.

Q. Did you see any pig-metal of any kind in that pile?—A. No, sir.

Q. No zinc or lead in pigs?—A. No, sir.

Q. No tin?—A. No, sir; I think the estimate is in the constructor's office. Mr. Hartt merely asked us to go and appraise it, and report to him what it was worth.

Q. Had you any particular knowledge of that kind of metal which would enable you to judge of its value?—A. I inquired about what the old metal was bringing.

Q. Could you judge of the weight of such a pile as that?—A. I could only approximate.

Q. There was enough to load four or five wagons in both lots, was there not?—A. No, sir; I do not think there were over two wagon-loads.

Q. Did you see it removed?—A. No, sir.

Q. Who had charge of it while it was there in the shop?—A. The store-clerk for construction.

Q. Who was he?—A. His name was Boyd.

Q. Do you know whether all the metal which went to Steel from the yard was in those piles?—A. That is all I know about.

Q. Do you know whether Steel had any other?—A. No, sir.

Q. Do you know that he did not have any other?—A. Not to my knowledge.

Q. Would you have been likely to have known it if he had?—A. The only way I would have been likely to know it would have been by being called to estimate.

Q. But if he put a few tons in it, picked up afterward, you would not have known it?—A. Not unless I had been there at the time.

Q. Somebody ought to know about that. Now what person did know precisely the goods that he did remove?—A. The store-keeper would know that; he was supposed to look out for that.

By Mr. JONES :

Q. Do I understand you to say that you think there would have been more than two two-horse loads of these two piles of copper, composition, and lead?—A. I should not think so.

Q. I suppose you understand what copper, composition, lead, and zinc are worth, do you not?—A. I inquired at that time. Old metal at that time was bringing about 16 or 17 cents a pound.

Q. Why did you not take some man to weigh it?—A. Because I had no authority to weigh it. Mr. Hartt told me to estimate it as it lay. I did as he told me.

Q. Do you think that was a proper way to estimate it?—A. No, sir, I do not; but I did as I was ordered.

Q. If he had ordered you to give it to Steele, would you have allowed him to put it in the carts without reporting that fact?—A. No, sir.

Q. Did you report that transaction to the commodore of the yard?—A. No, sir; I reported to Mr. Hartt.

Q. And to nobody else?—A. No, sir; because I had no authority to report to anybody else.

Q. Do you think that was a proper way for you to do, you being an officer of the Government? You have already stated that you did not think it was proper to estimate it to get at its value.—A. No, sir. I suggested once to weigh it, and Mr. Hartt said: "Lump it as it is; appraise it as it stands."

Q. Was it not your duty to report to the commodore of the yard if things went contrary to the manner in which they should go?—A. No, sir; it would have been Mr. Hartt's duty to do that.

Q. If Mr. Hartt should tell you to let a man have 200 ship-knees for a dollar apiece, you would do it, I suppose, without reporting it to the commodore?—A. I would have to do it.

Q. Would you do it without reporting it to the commodore?—A. Undoubtedly I would.

Q. I understand you to say that there was some of this lead pipe on reels?—A. No, sir; I did not say anything of that kind.

Q. How many copper or composition pumps were there?—A. I think there were two.

Q. Do you not think that there were more than two?—A. If my memory serves me right, that was all.

Q. Did you see any pig tin or copper?—A. No, sir; there was nothing of the kind in the pile.

Q. Would not the material which you have estimated have made a pretty good load?—A. It was not compact in the heap.

Q. Would it not be about as much as you could get into one of the carts, such as truckmen use?—A. No, sir; I do not think it would.

Q. Would it not be as much metal as two horses would haul?—A. I hardly think so.

Q. How much of a load should you think it would be?—A. I should judge, probably, 1,100 pounds or 1,200 pounds, or somewhere along there.

Q. Do you mean in both piles?—A. No, sir; in each pile.

By Mr. JONES :

Q. And the most of it, I understand you to say, was composition?—A. Yes, sir.

Q. Are you sure that you did not see any coils of lead pipe?—A. Yes, sir: I am very sure of that; there was nothing of the kind in it, to my knowledge.

Q. Do you know about the ship-knees which Mr. McKay bought?—A. Yes, sir.

Q. What did he buy?—A. He bought one lot of knees there piled up.

Q. Did that pile grow afterward?—A. It did not, to my knowledge.

Q. Do you know nothing about an increase being made to it?—A. No, sir. I do not see how it could increase, for our knees were all away when he hauled them out.

Q. When he hauled them were there not a lot of knees lying at the base of the pile; that is, when he commenced to haul?—A. No, sir; those knees were all hauled away.

Q. Were they all brought here to League Island?—A. Yes, sir; all the good knees. There was a lot of good knees lying there which were hauled away.

Q. But I mean close to the pile.—A. Yes, sir; there was a lot of good knees standing by the pile; they were all hauled away.

Q. When they were sold there were no knees lying close to it; that is, butting up against it?—A. No; I do not think there was; I think we had hauled them away before that pile was sold. Previous to selling the pile there were a lot of knees that we had received standing there; they were all hauled away down to League Island.

Q. Are you sure that was before the pile was sold?—A. Yes, sir.

By the CHAIRMAN:

Q. How many do you think were hauled down here to League Island?—A. There were so many of them that I could not form any idea.

Q. Were there as many as a hundred?—A. O, yes; there was more than that, I think.

Q. Two hundred?—A. In that neighborhood, I should judge; I should think there were probably 100 or 150 piled up.

By Mr. HARRIS:

Q. Do you know that McKay hauled the high pile that was piled up; that is, do you know that he hauled to his own premises only the pile that he bought?—A. That is all.

Q. Do you know that fact?—A. I was there and saw them when they were hauled away. The only thing that he hauled was a lot of old knees. When they tore the Nebraska up there were a lot of old knees. You can see them on Queen street now. We had orders to give them away to any poor people for chips when we were tearing up the Nebraska; they were good for nothing.

Q. McKay took them along with the knees that he bought, did he?—A. Yes, sir.

Q. He did not pay much for them?—A. No, sir.

Q. Who authorized him to take those away?—A. No one; those knees were bored.

By the CHAIRMAN:

Q. Are you sure that all of those knees that were worked out were bored?—A. I guess pretty much all.

Q. Do you think they were all bored?—A. I think there were one or two there which were not.

Q. Were not those one or two good knees?—A. They would not have been fit for our work; the knees are rotten now.

By Mr. HARRIS:

Q. How much do you think the pile of knees were worth?—A. If there was any demand for them, they ought to be worth a couple of thousand dollars, and probably more if there was a demand for knees.

Q. Were they good knees?—A. I understood from the commodore they were condemned knees. The commodore told me that was a pile of condemned knees ordered to be burned. It appears that there was a survey on them before I came here, which I did not know anything about. One day we were going down, and he remarked that there was a pile of knees condemned and ordered to be burned. He says, "We are going to have an auction next week, and we'll sell that lot." That is the way they came to be sold.

Q. Did you learn afterward that the knees which had been condemned and ordered to be burned had been burned?—A. Yes, sir; and these had been selected out of them.

Q. Were they sold as condemned knees?—A. That was the impression at the time of the sale.

Q. Were you present at the sale?—A. I was.

Q. Did you see them sold?—A. Yes, sir.

Q. Did you know then that they had not been condemned?—A. No, sir.

Q. When did you find out that the old knees had been burned and that these were the selected ones?—A. Some time afterward.

Q. So that they were sold as condemned knees, and you were present at the auction?—A. Yes, sir.

Q. You thought they were condemned?—A. That was my impression at the time.

Q. And the purchaser thought they were condemned?—A. I do not know what he thought.

Q. They were announeed as condemned knees?—A. Yes, sir; that was the impression at the time.

Mr. HARRIS. It seems to me somebody ought to have known whether they were condemned knees or not.

The WITNESS. I found out afterward, by one of the quartermen, that they had been selected out of the condemned knees which had been burned. The knees were, however, sold then.

Q. You say they would be worth \$2,000 or more, if anybody had a use for them. Knees always have a market-value, have they not?—A. No, sir; they fluctuate; it depends altogether on the demand for them outside.

Q. What do you think those knees would have brought at a fair auction, with everybody understanding that they had been selected from the remnants of the knees of the yard as knees worth preserving?—A. I think they would have brought about \$1 apiece.

Q. Would they not have brought more than that?—A. No, sir; I do not think they would.

Q. How many were there?—A. I should judge that there was in the neighborhood of about 500 knees, or somewhere along there.

PHILADELPHIA, *April 19, 1876.*

WILLIAM J. VAUGHAN sworn and examined.

By Mr. HARRIS:

Question. What is your occupation?—Answer. Laborer.

Q. Where do you reside?—A. 703 Tasker street, Philadelphia.

Q. Have you been employed in the navy-yard at any time?—A. I worked in the navy-yard two or three years ago.

Q. In what capacity?—A. As laborer.

Q. Were you employed in the yard during the time of its removal?—A. No, sir; not directly for the Government. I worked on the ship Quinnebang.

Q. Who employed you?—A. Mr. Steele.

Q. What were you doing there?—A. Laboring.

Q. Was that while the material was being removed from the yard?—A. Yes, sir; part of the time it was.

Q. Were you there at the time Mr. McKay and Mr. Rice and others were removing the material?—A. Yes, sir; they were clearing out and removing.

Q. During the time you were employed there, did you know of anything being removed from the yard unlawfully?—A. I could not say positively as to that.

Q. Why are you not positive?—A. I would not like to answer that question, for this reason: It would only hurt me outside, and I have my living to make, and it would not do. Any talk might kill me, and that is the reason I do not like to answer too many questions. I may be right and I may be wrong.

Q. If you know of any wrong, I want you to state it.—A. What I saw I had an idea was wrong.

Q. What did you see that you thought was wrong at that time?—A. I saw a great many things there.

Q. State one.—A. I would not care much about answering that question.

Q. Did you see anybody taking property out of the navy-yard who had no right to?—A. I have my ideas about those things, but I would not care about answering them all.

Q. Did you take anything out of there you had no right to?—A. Not by my own consent.

Q. Who were you employed by?—A. Mr. Steele.

Q. Was anything taken from the yard by Mr. Steele or his men that he had not a right to?—A. If I answer too many questions I will get myself into trouble, and I have my living to make outside.

Q. You are to tell the truth, and you are now either covering entire ignorance, or else it is evident that you yourself have been guilty and do not want to own it.—A. Of course, if I have to do anything for a man it does not make me guilty.

Q. If you knew that your employer was stealing property from the yard and you helped him, there is no excuse for you. But the question is put to you whether Mr. Steele, or any man in his employ, removed property from the navy-yard to which he had no right.—A. I think there were a great many things removed from there that was not right.

Q. That is not my question. The question is whether he or his men took from the yard property to which he had no right. What property did he take and put on board that vessel?—A. Hawse-pipes went on her. They were lead.

Q. Did Mr. Steele do the plumbing-job?—A. Yes, sir; and I worked for him, and that is the reason I do not like to answer the questions. I could answer them, I suppose, but I am embarrassed.

Q. Have you talked to anybody about it?—A. I have talked to nobody about it. It was understood that I talked to other people, and that is the reason I was brought here; but I did not. When I was here yesterday I went away on that account. Mr. Steele was here yesterday, and he is out there now.

Q. Does it embarrass you to tell the truth?—A. I go in for telling the truth. That is my doctrine.

Q. Well, state now what was carried on board the Quinnebaug.—A. Hawse-pipes went on board of her.

Q. Is that all that was carried on board of her?—A. Do you mean the stuff that we took on board of her? We took work of our own on board of her—such as the air-port lines. That was our own material.

Q. I do not care about that. I understand that. Mr. Steele was to do the plumbing and find the material, was he?—A. I do not know what his contract was.

Q. But he did furnish a large part of the material for that job?—A. Yes, sir.

Q. And took it from his own shop or premises, did he? If he did not, what did he take from the navy-yard?—A. We took two hawse-pipes out of the plumbers' shop in the yard and put them aboard.

Q. Whose property were they?—A. I do not know whether that was bought by Mr. Steele or not; but I know it was taken from the plumbers' shop and put aboard the ship; could not take my oath that he did not pay for them, but I can have my own ideas.

Q. Do you know where these pipes were made?—A. They were made at the plumbers' shop in the navy-yard.

Q. By whom?—A. By Government men.

Q. Did you see the work done?—A. No; but I handled the work after it was done.

Q. All you know about it is that they were taken from the plumbers' shop in the yard and put on board the vessel?—A. Yes, sir.

Q. And put in place by Mr. Steele and his men?—A. Yes, sir.

Q. What else did you see taken from the navy-yard and put on that vessel by Mr. Steele or his men?—A. We put pump-pipes aboard which were made of copper.

Q. So far as you know, where did that come from?—A. There were three movings in that, I think. That was bought with a lot of scrap-copper from the yard.

Q. Who bought it?—A. Mr. Steele.

Q. How large were those pump-pipes?—A. They were four or five inch pipes, I think.

Q. Do you know where they were taken from?—A. They were taken out of No. 3 cellar.

Q. Who took them out?—A. I helped take them out.

Q. Were they carried to your shop?—A. We hauled them there.

Q. What was done to them there?—A. We sent them off and had them fixed up.

Q. What was done to them?—A. They were straightened out and lengthened a little. That was all.

Q. Were they old ones?—A. Yes, sir.

Q. Had the pipe been used?—A. Yes, sir; I think it had. It looked as if it had, anyhow.

Q. Then it was carried back to the navy-yard?—A. Yes, sir; and put on board.

Q. Do you know whether Mr. Steele bought it?—A. I do not know his business, of course.

Q. Have you any reason to believe that he did not buy it?—A. I suppose that he bought it when he bought the scrap-copper.

Q. Do you believe it? Do not you know that it was stolen out of that building without the Government officers knowing anything about it?—A. I would not like to say that it was stolen, because if I said that I would be one of the thieves, too.

Q. That is all the reason, is it not, why you object to saying that it was stolen?—A. If I handled it, of course that would implicate me.

Q. Did you go there and take some five-inch copper pipe out of one of those buildings without the knowledge of the officers of the yard?—A. I went there and took the copper out by Mr. Steele's orders.

Q. Who was with you?—A. I do not care about mentioning that man's name. The man works for Steele now, and I am satisfied if you call him he will contradict me.

Q. Who was that man?—A. Joe Brown.

Q. Where does he live?—A. Down in Catherine street; he works for Steele now, at 806 Swanson street.

Q. How was it carried out of the yard?—A. In wagons.

Q. How many pieces were there?—A. There were two lengths of that pipe.

Q. Was it taken out in the day or the night?—A. In the day-time.

Q. Did you carry it out of the yard?—A. No; I had to get a pass to take it out in the wagon.

Q. Who did you get the pass from?—A. I did not get it. Mr. Steele got it.

Q. Who did he get it from?—A. I suppose from Mr. Hartt or Mr. Hoover.

Q. Do you think that Mr. Hartt or Mr. Hoover knew that this copper pipe was being taken?—A. I do not know why they should not know it. They ought to know if they did not. I could not say whether they did or not.

Q. Was it taken slyly, as if they did not intend anybody to see it taken?—A. It looked that way.

Q. What was said to you by Mr. Steele about it?—A. He did not say anything to me at all.

Q. Did he tell you to go and get it?—A. Mr. Brown and myself went down to the cellar and threw it up and picked it up.

Q. Was Mr. Steele there?—A. He was there part of the time.

Q. Then it was at a time that he had been buying some old copper and scrap?—A. That is the time.

Q. And he took these pieces of pipe and threw them into the scrap-heap?—A. Yes; it had a condemned mark on it; condemned pipe.

Q. And you thought that was not intended to go into the scrap?—A. I had no right to think.

Q. It was taken out, repaired, and brought back, and you put it on board the ship Quinnebang as pump-pipe?—A. Yes, sir.

Q. Did it make good work?—A. Certainly.

Q. As good as new?—A. I do not see why it should not. It was copper pipe. Nothing came to it but bilge-water.

Q. Was any of that copper that you bought weighed in the yard?—A. No, it was not weighed in the yard.

Q. Do you know whether it was weighed anywhere?—A. I suppose it was weighed when Mr. Steele took it.

Q. Do you know whether he bought it by the lump or by the pound?—A. That I could not say.

Q. Do you know it was not weighed?—A. It was not weighed in the navy-yard, to my knowledge; not by us, anyhow. We handled it last.

Q. Was it weighed in the wagons when taken out?—A. No, sir; I know that.

Q. How much was there of it?—A. I could not tell you that.

Q. Give us some idea of how many loads there were.—A. I should judge about two loads of scrap-copper.

Q. How large loads were they; one or two horse teams?—A. Two-horse teams.

Q. And on those two loads went this pipe?—A. It all went in together.

Q. Was that pipe covered up when it went out of the yard?—A. It was picked up and chucked into the wagon.

Q. Was it covered with other copper?—A. I do not think it was. I would not say certainly that it was covered up.

Q. When did you leave Mr. Steele's employ?—A. I have been out of his employ for about three months.

Q. Why did you leave him?—A. I did not leave him; he laid me off. There was nothing to do; it is a polite way of discharging a man.

Q. Had you any difficulty with Mr. Steele at any time?—A. No, sir.

Q. You have no ill-feeling toward him?—A. I have none toward him.

Q. Has he toward you?—A. It appears to look that way.

Q. What has been the difficulty?—A. All about this affair.

Q. And yet you have not told anybody about it?—A. I have not told anybody except what I have told here. I know there have been parties trying to get it, but they could not get it out of me. Somebody has got it from somewhere.

Q. And you were discharged three months ago on account of this?—A. No; I do not mean that. I was laid off three months ago because he had no work.

Q. Do you think Steele has some suspicion of you?—A. He has suspicions since this affair commenced, because he tells me that I have been spying around, and I have told him that I have not.

Q. Then you have talked with him, have you?—A. I talked with him yesterday. That is the reason I left. He tells me that I have been blowing around about this affair, and what I knew.

Q. Did he tell you what particular thing you had been blowing round about?—A. No, sir.

Q. So that you have had a conversation with him within a few days, in which you have learned that he thinks you have been telling some stories about him?—A. He thinks I have been talking about this affair to Mr. Sandgran. I have not been talking to him at all.

Q. What else did you see taken out of the yard that you think was improperly taken?—A. There was a lot of old composition I do not think was estimated right.

Q. Where was that composition?—A. It was in store-house No. 3, up stairs.

Q. How much was there of it?—A. I do not know the weight of that.

Q. What was the bulk of it; how many loads were there?—A. About two loads, I should judge.

Q. What was done with it?—A. It was put down on the pavement of the yard, piled up.

Q. Was it thrown out of the story?—A. We lowered it down and piled it up on the pavement, and left it there until it was supposed to be surveyed, and we took it out.

Q. Did you take it out by carts?—A. Yes, sir.

Q. Were there two two-horse loads?—A. Yes, sir.

Q. Where did that go?—A. To our shop.

Q. Was it surveyed?—A. That I cannot say.

Q. You say it was supposed to be surveyed?—A. Yes, sir.

Q. Was it weighed as it went out of the yard?—A. We did not weigh it.

Q. Was it weighed?—A. I do not know whether it was or not.

Q. Did you put it on the wagon?—A. Yes, sir.

Q. Do you know whether the wagons went to the scales?—A. I know that it did not.

Q. Why?—A. Because I was on them myself, and went to the shop on them.

Q. Were there any scales in the navy-yard at that time?—A. O, yes; there were big scales down in the yard.

Q. They had not been torn up then?—A. No, sir.

Q. And they went directly to your shop?—A. Yes, sir; I went on the load.

Q. Was it weighed after it reached there?—A. Yes, sir; we weighed it.

Q. Do you know how much there was of it?—A. No, sir; I do not recollect.

Q. Did you weigh both loads?—A. Yes, sir; and then he sold it again.

Q. Who bought it?—A. I think Purves & Co. bought that, if my memory serves me right.

Q. What else did you see taken from the yard?—A. A lot of old pumps went out.

By Mr. JONES:

Q. Were they copper?—A. No, sir; they were composition.

By Mr. HARRIS:

Q. How many were there?—A. I should judge about ten.

Q. Where were they taken from?—A. Out of the cellars and out of the store-house.

Q. How were they carried out?—A. In the wagon.

Q. Were they separate from the other lots that you have mentioned?—A. They were taken out for old composition.

Q. You have mentioned now two loads of old copper and two loads of composition. Did the pumps go with either of the other lots?—A. No, sir; they went with another lot, and a lot more of composition with them.

Q. How many loads was that?—A. I think there were two loads of that, if I am not mistaken; one big load, anyhow.

Q. Was that weighed in the yard?—A. Not by us.

Q. Was it weighed in the yard, so far as you know?—A. I do not know whether their people weighed it or not; we did not weigh it.

Q. You do not know whether it had been weighed before you took it?—A. It was not weighed before we took it, or by us.

Q. Could it have been weighed and you not know it?—A. I suppose it might in the times gone by. When they had been taking an inventory, or something like that, they may have weighed this stuff and thrown it to one side.

Q. Could the exact lots which you carried out have been weighed and you not know it? I mean those in the cellar.—A. Some were in the cellar and some were up-stairs.

Q. And you threw them out and loaded them up?—A. Yes, sir.

Q. Could it have been weighed after you threw it down without your knowing it?—A. No, sir.

Q. Did you not pick it out from among the other stuff in the yard?—A. We picked it out lying all around everywhere and brought it together in a pile.

Q. And it was not weighed in that pile?—A. No, sir.

Q. And it was put on to your wagons and carried out and not weighed until it got to your store, and there you weighed it yourself?—A. Yes, sir; that is so.

Q. Who was the weight given to?—A. I do not know.

Q. Was there any officer of the United States at your store to weigh that or to see it weighed?—A. No, sir.

Q. Any clerk?—A. No, sir.

Q. Did not you give the weight to anybody?—A. No, sir.

Q. Who weighed it?—A. I helped to weigh it.

Q. Who was the man who made the figures?—A. Mr. Steele's clerk.

Q. What is his name?—A. William Overbeck.

Q. He weighed all the six loads, did he not, as far as you know?—A. Yes, sir.

Q. What other material did you see taken out? Was there any lead taken out?—A. Yes, sir.

Q. State the particulars of that taking. How many loads did you take out?—A. I do not know how many loads we took.

Q. What kind of lead was it?—A. Old scrap-lead. There were not over two loads. I think there were two loads.

Q. Where was that weighed?—A. Nowhere, to my knowledge, except at the shop.

Q. Was it weighed at the shop?—A. Yes, sir.

Q. Who took the account of that?—A. The clerk, Mr. Overbeck.

Q. Was there any new lead in that, or lead pipe, or sheet-lead?—A. It was not brand new.

Q. Had it ever been used?—A. Yes, sir. I think there was some pipe there that had never been used.

Q. Do you not know it?—A. Yes, I know it.

Q. How much?—A. I could not say.

Q. How much should you think, to the best of your judgment? Were they coils or only pieces?—A. It seems to me we got two whole coils out of there; perhaps not quite whole ones, and I got some pieces about eight feet long.

Q. What size were they?—A. I forget. I think it was two-inch, some of it.

Q. How thick was it?—A. I do not know the thickness of the lead.

Q. Can you judge whether it is thick lead, plumbers' pipe, or whether it was thin?—A. It was all plumbers' pipe.

Q. Was there any sheet-lead?—A. No, I do not think there was. I do not remember it at any rate.

Q. Have you stated all the lead that was taken out of the yard that you remember?—A. Yes, sir; I think I have.

Q. Have you stated all the copper?—A. I guess so.

Q. All the composition?—A. Yes; I think I have told you as to all the old stuff.

Q. What new stuff was taken out by your people of any kind?—A. There was none taken out that was called new.

Q. Have you now mentioned all that was taken out?—A. I think I have answered the inquiry.

Q. Have you stated all the copper, lead, and composition that was taken out of the yard by Mr. Steele or his men?—A. I have told you all the old stuff.

Q. Now state as to all the new stuff.—A. All the new stuff was taken with the old. I have told you that they took out composition and copper and lead.

Q. Have you told us all about the copper, lead, and composition that was taken out?—A. Yes, sir; I have told all the copper and all the scrap and all the lead that was taken out.

Q. And do you say that there was no other taken out that you have not told about, of the old stuff?—A. No, sir; I have told you all.

Q. Now I want to call your attention to the new stuff.—A. There was no new stuff that went out.

Q. Have you told us everything that was taken out?—A. No, sir.

Q. Then state it at once. State everything that was taken out by Mr. Steele or his men, no matter what it was. Was there any iron, zinc, tin, or any kind of metal or material?—A. There was a lot of zinc that went out. I do not know whether they call it zinc or what it was.

Q. Was it in pigs?—A. No, blocks. It was stuff that galvanizers used.

Q. How much was there of it?—A. I do not know.

Q. How many loads were there of it?—A. Two or three loads.

Q. Where was it weighed?—A. That was weighed by the man who bought it.

Q. Was it weighed by you or weighed before it left the yard?—A. Not to my knowledge.

Q. Was it weighed in your store?—A. No, sir.

Q. Was it carried to your store or to Mr. Steele's store?—A. Not all of it.

Q. Where was it carried to?—A. To Mr. Purvis's.

Q. Did you see it weighed?—A. I saw some of it weighed.

Q. How many blocks were there of it?—A. I could not tell you that.

Q. Do you think there were two loads?—A. Yes, sir; they were two horse-loads each of them.

Q. Where was that taken from?—A. Out of the navy-yard.

Q. From what building?—A. It was not taken from a building at all. It was in the yard, about the center.

Q. Piled up in a pile?—A. Yes, sir.

Q. Do you know whether that had been weighed before it was put in a pile by any of the yard officers?—A. Not to my knowledge.

Q. Did you have passes for taking it out?—A. Yes, sir; I could not have taken it out without a pass.

Q. You do not know whether it had been bought or not?—A. I do not know anything about that.

Q. Purvis & Co. got some of it. Where did the rest go?—A. They got all of that.

Q. Was it carried directly to them?—A. Yes, sir.

Q. It was weighed by them?—A. Yes, sir.

Q. Did you take the weight?—A. No, sir.

Q. Who did?—A. I suppose they took the weight themselves. They have a big scale and drive right in and weigh it on the load and drive out at the other end.

Q. Did Mr. Steele's clerk attend to the weighing?—A. I suppose he did; that is his business.

Q. Did he go there and see it weighed?—A. I do not know.

Q. Did you see any of it unloaded?—A. I saw one load unloaded.

Q. Was he there then?—A. I did not see him.

Q. Have you stated all the zinc that you saw removed?—A. Yes, sir.

Q. What else did you see removed?—A. I guess that is about all.

Q. It is not all. I want the whole. Was there any tin taken away or solder or sheet-tin or stuff of any kind? Were there other things taken that you have not mentioned?—A. I do not feel inclined to answer that question.

Q. Why?—A. Because I don't.

Q. For what reason?—A. I do not feel like answering it; that is all there is of it.

Q. Do you know that we have the power to compel you to answer it?—A. I do not know that. I know that I am before a subcommittee of the House of Representatives. I know that does not give them power to make a man tell all he knows. The laws of the courts say a man shall not tell all he knows.

Q. To criminate himself.—A. That is it exactly.

By the CHAIRMAN :

Q. Are you withholding an answer because you fear it will involve you?—A. It is not exactly that either. If you were in the same position that I am I guess you would do as I do. I am a poor man. I worked for this man out here. He says he hears I have been telling a good deal. I have not. If I worked for you and you hired me and gave me wages, and you told me to do certain things it is my place to go and do them, and if anything turns out wrong and you are brought up for it, it is not my place to go and say that I know this and that against you, because I have got to make my living when I go out of here.

Q. Had Mr. Steele, since he knew you were likely to be a witness before this committee, had any talk with you about your testimony?—A. No, sir.

Q. You saw him yesterday?—A. Yes, sir; that was the first I saw him.

Q. Did he threaten you?—A. No, he did not do that, because that would not amount to anything.

Q. Did he try to get you to get out of the way?—A. No, sir; if he had there is no knowing what I might have done.

Q. What was the nature of his conversation with you yesterday?—A. I did not talk with him. I said I did not see how it was that I was brought up here, for I did not care to come, in the first place. He said, "You spluttered round to Mr. Sandgran." I told him I did not. I said, "I have not talked with Mr. Sandgran since I worked on the steamship Pennsylvania, of the American Line." I had an idea sometime ago that I had to come here. A man who is not on this side of the river worked for Mr. Steele, as his foreman. I went to see him the trip before last that he made, and he gave me to understand I would be brought up here. The next man I saw was the reporter of the Times; he asked me some questions that I did not care about answering, and I did not answer them.

Q. Did you tell him anything?—A. No more than I could possibly help. He came down to see me, and brought me down some papers and asked me if I understood them, and asked me some questions that I have been asked here, only he asked me more but I did not bite.

Q. It is within the power of this committee to report you to the House of Representatives, put you under arrest, have you brought before the bar of the House, and, if you still decline to answer the questions propounded to you by this committee, to place you under arrest. The full consequences of such a course upon yourself and family you ought to appreciate, as well as your duty to the country, and tell the truth and the whole truth. You have declined just now to answer a question which was propounded to you by a member of this committee. We have a duty to perform to the House, of which body we are a committee, and that is to investigate all frauds and abuses connected with the naval service. It is in the discharge of that duty that we have propounded to you the question which you have declined to answer. Not only as a member of this committee, but as one wishing well to every American citizen, I would advise you to comply with your duty and with the obligation of the oath that you have taken.

By Mr. HARRIS :

Q. Are you now willing to answer the question I asked you, whether or not there were other things taken from the yard which you have not mentioned?—A. I do not know that there was anything else that went out of the yard that I have not told you. You have been asking me about that copper and scrap and composition.

Q. Was there anything else that went out that you have not mentioned—any material of any kind?—A. I cannot answer that question at all, because I do not know of any more.

Q. Can you say no to the question?—A. I can say no.

Q. Is that true that nothing else went out?—A. I won't say no yet. There were two pigs of tin.

By Mr. JONES :

Q. Were there not but two?—A. There were three; that was all.

By Mr. HARRIS :

Q. Where were they taken from?—A. The navy-yard.

Q. What was done with that?—A. It was taken to the shop.

Q. Was it weighed?—A. Yes, sir.

Q. Where was it weighed?—A. In the shop.

Q. Who took account of it?—A. I guess there was no account kept of it at all; there was not to my knowledge.

Q. What was it weighed for?—A. To see how much was in it.

Q. Who were present when it was weighed?—A. I was.

Q. Who else; was the clerk there?—A. I think I weighed that myself.

Q. Did you give the weight to anybody?—A. No, sir. I know pretty nearly the weight of them.

Q. How much was it?—A. They weighed from 25 to 26 pounds apiece. One of them was perhaps heavier than that. There was one of them that weighed 60 pounds. It was taken off a big pile.

Q. You do not know that your employer had not authority to get that tin?—A. You are hitting me heavy again, now.

Q. Did he say that he had no authority?—A. I know that he had not any.

Q. How do you know?—A. We had no orders to take any tin out of the cellar.

Q. Did not he give you orders to take it?—A. He did not give me any orders. He might have given orders to Mr. Brown, for all I know. We were down in the cellar looking around for old scrap-lead and composition.

By Mr. JONES :

Q. And wherever you could find any you threw it out?—A. Yes, you are right.

Q. Did he know that you got it?—A. Yes, sir.

Q. He knew it after you got it to the shop, but he did not know it before?—A. I do not know that he knew it before, but I guess he did.

Q. Were you told to take all the stuff that you could find in the cellar?—A. Yes; I went according to orders. Whenever they said take anything, I did it.

Q. Could you use this tin?—A. Yes; it was mixed in with the lead to make the solder.

By Mr. HARRIS :

Q. You were down there, and were told to get all you could—copper, tin, zinc, lead, and everything else—and you got all you could?—A. Yes, sir; all I could get my hands on.

Q. Did you leave any zinc or tin there?—A. O, yes, there was plenty of tin there.

Q. But you got enough to load your teams, with all the stuff you got there?—A. Yes, sir.

Q. And some was tin, some zinc, and some anything else that you could find?—A. Yes, sir.

By Mr. BURLEIGH :

Q. Was this tin in with something else, or was it by itself when you put it in the cart?—A. It was in with other things.

By Mr. HARRIS :

Q. But you took it off the pile?—A. Yes, sir.

Q. You took it off of a big pile of tin?—A. I did not; Mr. Brown did.

Q. Brown took three pigs of tin off a pile of tin and threw it in the scrap and carried it to Steele's store?—A. Yes, sir.

Q. What else did you take in the same way?—A. I guess that is about all I know of, that I can think of.

Q. Was there any iron taken by him?—A. No; he did not use iron.

Q. Any copper?—A. I have told you as to the copper.

Q. I mean sheet or pig copper?—A. No, sir.

Q. Do you say that you have told everything that you know of that was taken out of there by you or by Mr. Steele's men?—A. I guess I have told you all.

Q. When you say "I guess," do you mean that you have told all that you remember?—A. I might remember more if I had time to think over it.

Q. You have been thinking over this for some time, have you not?—A. I would not have been here now if I could have helped myself.

Q. Do you say now that you have told all that you can remember?—A. I do not know whether to say yes or no, because I might think of more.

Q. Have you told all that you can remember now?—A. I do not think it is right for me to tell you all I know without you ask me questions.

Q. I have asked you squarely whether you have now told all that you know of material taken from that yard by Mr. Steele or his men. That question covers everything.—A. Yes, I have told you all.

Q. All that you can remember?—A. Yes, all that I can remember on that score. You ask me if that is all I know that went out of the yard. That is all. I have told you copper, composition, tin, zinc, and lead.

Q. Did Mr. Steele or his men get into their possession any other property from the navy-yard than you have mentioned?—A. I do not think so.

Q. Did any go on board the Quinnebang?—A. I have told you all that went on board of her. I think.

Q. Was anything taken from any vessels in the navy-yard or in the docks, or anywhere else about or around the navy-yard?—A. The line was put into the hawse-pipe and did not fit. It was taken out; that fell to us.

Q. That is, the hawse-pipes that were taken to be put on board the Quennebang were put in and found to be too small. They were condemned, taken out, and carried out of the yard, were they?—A. Yes, sir.

Q. Were new ones furnished?—A. Yes, sir.

Q. Who furnished them?—A. I believe we furnished half of them, which would be two, and I think the other two, if my memory serves me right, were made in the yard the same as the others were made.

Q. Who by?—A. By us, in the plumber's shop in the yard.

Q. Who furnished the material?—A. The Government.

Q. Are you sure of that?—A. I am sure of that, because the stuff laid there.

Q. Do you know whether it was bought of the Government by your employer or whether he took it?—A. I do not think it was bought.

Q. Was it weighed by him when he took it to use?—A. Yes, sir. I think the master plumber's clerk did weigh those hawse-pipes.

Q. But the other hawse-pipe was taken out, you say?—A. Yes, that was condemned; all mashed up and taken out. We fell heir to that.

Q. How much would they have weighed?—A. I could not tell you exactly.

Q. Cannot you form some idea?—A. No, sir.

By Mr. JONES:

Q. Do I understand you to say that you have answered as to all the material, of all kinds, that has been taken from the navy-yard to Mr. Steele's shop or to any other place?—A. You do; I have told you all that was taken.

Q. What time of the year was this stuff removed?—A. It was during the winter.

Q. Was it the first or middle of December, or when?—A. It was before the 1st of December, I think; although I could not say positively.

Q. Do you know anybody in his employ who has removed any sort of material except what you have named?—A. No, sir.

Q. You have not done so yourself?—A. No, sir.

Q. You have stated all that has been removed?—A. I have told you all that has been removed.

By the CHAIRMAN:

Q. Are you withholding anything from this committee?—A. I am not withholding anything that the committee has asked me. I have answered all questions they have asked me.

Q. Do you know nothing more that would show any fraud or abuse or wrong or stealing in and about the navy-yard?—A. That is another question. I cannot very well answer that question without seeing the specifications of the Quinnebang. I could then tell what is on my mind as to whether I was right or not. I saw the plans and the specifications the other day, but I am not a very good scholar myself.

Q. You saw the specifications in the possession of Mr. Sandgran?—A. I did not see them in his hands. I saw them in the hands of the reporter of the Times. He brought them down to my house to show them to me.

Q. Did you see Mr. Steele's contract?—A. No, sir.

Q. Did you know that Mr. Steele had a different contract?—A. I do not know what the contract calls for.

Q. Did you know that he had a different contract from Mr. Sandgran?—A. He must have had a different contract.

Q. And if he had a different contract, would you not need them both to see if there was anything wrong?—A. No, sir.

Q. Why?—A. If I saw Mr. Sandgran's I would know what kind of material he worked for.

Q. If Mr. Steele had a contract, under which he worked, which was entirely different from Mr. Sandgran's, would not you want his, too?—A. That might be.

Q. Would you know whether Mr. Steele did the work according to Sandgran's contract?—A. According to the paper, Sandgran's bid was for heavier material; but I want to find out whether the material called for by the contract was to be new or old.

Q. Assume that it was to be new all through in both contracts?—A. I want to see that contract first.

NAVAL CONSTRUCTOR'S OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 22, 1876.

SIR: In obedience to the request of the chairman of the congressional investigating committee, I herewith submit the following information relative to the amount of plumbing material delivered to W. Fleet Steele, contractor, for plumbing-work on the United States steamer Quinnebaug, per Bureau's order dated August 11, 1875:

August 21, 1875, lot of plumbing material.....	\$50 00
September 4, 1875, lot of plumbing material	50 00
November 8, 1875, lot of plumbing material	2,000 00
November 18, 1875, lot of plumbing material.....	200 00
Total	2,300 00

No purchases other than the above appear upon the books as having been made by Mr. Steele from this department.

I am, sir, very respectfully, your obedient servant,

PHILIP HICHBORN,
Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Respectfully forwarded to Hon. W. C. Whitthorne, chairman of Naval Committee.
C. H. WELLS,
Captain, Commandant.

PHILADELPHIA, April 21, 1876.

HENRY B. TATHAM sworn and examined.

By Mr. HARRIS:

Question. What is your business?—Answer. I am a manufacturer of sheet-lead.

Q. What is the name of your firm?—A. Tatham & Bros.

Q. How long have you been in business?—A. Since 1840.

Q. At any time during the years 1875 and 1876 did you have any business transactions with a man named W. F. Steele?—A. I have a statement which I have taken from my books, and which comprises all the transactions which we have had with him.

Q. I find from your transcript that in the year 1875, on April 29, 49,399 pounds of old scrap-lead was bought from him, for which you paid him, at the rate of $6\frac{1}{2}$ cents per pound, \$3,025.69. Do you know, or were you informed at the time of the purchase, where this scrap came from?—A. Yes, sir; he said that he was getting it from the Government, and that he was doing new work and they let him have this to go against the new lead furnished. We supplied the new lead to him for the Government.

Q. Then you also on the 19th day of August, 1875, credited him with 25,635 pounds of old scrap-lead, for which you allowed him $6\frac{1}{2}$ cents per pound, making \$1,602.18 $\frac{1}{2}$. Was that of the same class?—A. Yes, sir.

Q. And you understood that he was receiving it of the Government?—A. Yes, sir.

Q. Did he so state?—A. Yes, sir.

Q. On the 15th of September, 1875, 5,460 pounds were bought at $6\frac{1}{2}$ cents per pound, making \$341.25. That was all during the year 1875, was it?—A. Yes, sir.

Q. Going back to 1874, I find that on the 30th of September you credited him with 4,243 pounds of old scrap-lead, at 6 cents, making \$254.58, and on the 13th of November, 1874, 3,583 pounds at $6\frac{1}{2}$ cents, making \$242.69. State whether those items of 1874

were of old scrap coming from the Government.—A. I presume so. That is my impression as to the first lot, and I am positive as to the latter lot, because the transaction was made with me.

Q. He stated to you that he was receiving it from the Government for what work he was doing for them?—A. Yes, sir; I think they were breaking up some monitors or something of that kind. It was Government lead.

Q. The total amount paid by you was \$5,466.40, was it not?—A. Yes, sir.

Q. State whether that represents your entire business transactions with Mr. Steele.—A. It does.

Q. You paid him in new lead for this?—A. Yes, sir.

Q. That is, you took this in exchange for new material?—A. Yes, sir.

Q. Are you sure that before April, 1875, he had anything to do with the Government?—A. I really know nothing of his transactions with the Government except what he told me. So far as the lead is concerned, he told me that it came from the Government. I think we hauled part of it from the navy-yard, or from Cramps', somewhere up-town. I think, also, that some of it came from Roach at Chester.

Q. Did any of it, during the year 1875, come from Roach's place?—A. I think it is likely.

By Mr. BURLEIGH:

Q. Would there have been any coils of lead pipe, or any pipe on reels?—A. No, sir; nothing at all; there was nothing at all but old scrap-lead.

Q. State whether most of that material which he sold you was ship-plumbers' lead.—

A. It was all lead that was used on board ships.

PHILADELPHIA, April 21, 1876.

CHARLES PURVES recalled and examined.

By the CHAIRMAN:

Question. Do the two statements now shown you represent all the transactions that you have had with W. F. Steele?—Answer. They do, sir. They show the quantities and the amounts paid for by us. They are as follows:

“ PHILADELPHIA, April 20, 1876.

‘A statement of old metals bought from W. F. Steele by A. Purves & Son, as per request of Hon. W. C. Whitthorne, Chairman of Committee on Naval Affairs.

1875 :

May 3. 18,489 pounds old brass, at 12½ cents per pound.....	\$2, 311 17
Said to have come from Harlan & Hollingsworth, Wilmington, Del.	
May 18. 26,286 pounds old brass, at 12½ cents per pound.....	3, 285 75
Said to have come from W. Cramp & Son, Philadelphia.	
Dec. 3. 25, 990 pounds zinc dross, at 1¾ cents per pound.....	454 82
Lot lead dross.....	70
Came from Philadelphia navy-yard.	

“ CHARLES PURVES,
Of A. Purves & Son.

‘ Sworn and subscribed this 20th day April, A. D. 1876, before me.

[SEAL.]

“ E. H. BAILEY,
“ J. P.”

“ PHILADELPHIA, April 20, 1876.

“ SIR: In accordance with your letter of request of the 19th April, we herewith transmit to you a qualified statement of old metals purchased from W. F. Steele, which we believe came from the Navy Department, from broken-up monitors and from the navy-yard. The brass was mostly yellow brass, and very inferior in quality; the zinc dross was skimmings from the galvanizing works; the lead dross from melted lead. We have bought other metals from Mr. Steele, in his ordinary plumbing business, of which we presume you do not require a statement.

“ Respectfully,

“ A. PURVES & SON.

“ HON. W. C. WHITTHORNE,

“ Chairman of Committee Naval Affairs, Philadelphia.”

" PHILADELPHIA, April 21, 1876.

" *Statement of old metals bought from F. W. Steele by A. Purves & Son.*

1874.

Dec. 17. 915 pounds old scrap-lead, at $6\frac{1}{4}$ cents..... \$57 18

1875.

Jan'y 25. 850 pounds old scrap-lead, at $6\frac{1}{4}$ cents..... 53 12

June 12. 1,074 pounds old scrap-brass, at $12\frac{1}{2}$ cents } 353 57

June 12. 3,509 pounds old scrap-lead, at $6\frac{1}{4}$ cents } 67 32

Oct. 13. 1,122 pounds old scrap-lead, at 6 cents..... 81 89

Nov. 4. 1,337 pounds old scrap-lead, at $6\frac{1}{2}$ cents..... 558 77

Dec. 4. 3,193 pounds old scrap-copper, at $17\frac{1}{2}$ cents 1, 217 58

Dec. 4. 9,366 pounds old scrap-brass, at 13 cents..... 18 64

Dec. 4. 233 pounds old scrap lead, &c., at 8 cents..... 81 09

Dec. 4. 901 pounds old scrap-brass turnings, at 9 cents..... 441 07

1876.

Feb. 18. 2,002 pounds old scrap-lead, at 6 cents..... 120 12

Mar. 14. 586 pounds old scrap-brass, at 12 cents..... 70 32

Mar. 14. 149 pounds old scrap-copper, at $16\frac{1}{2}$ cents..... 24 58

April 14. 1,794 pounds old scrap-lead, at $6\frac{1}{4}$ cents } 164 12

April 14. 400 pounds old scrap-brass at 13 cents }

3,309 37

"The above is not connected with the statement rendered April 21, and embraces all the purchases we have had with Mr. Steele.

" CHARLES PURVES,
" *Of the Firm of A. Purves & Son.*"

THE WITNESS. You asked me the other day about making a proposition to the Government to exchange iron fit for rerolling for the hulls of three monitors. We made them an offer, payable in iron, which would make the value of the hulls about \$10,000 apiece. The proposition was, to us, how much iron we would give fit for rerolling for each one of these hulls. We made a calculation to give them so much iron. We calculated the value of the hulls in iron that we would give at about \$10,000 apiece. The vessels were torn up; the machinery and the plating were taken off of them.

Q. As I understand you, then, you made them an offer of \$10,000 for the hulls of the monitors after they were stripped of all the plating on the deck and sides?—A. Yes, sir.

Q. Your \$10,000, then, would cover what metal was in the fastening of the ship to hold her together?—A. Yes, sir; and the copper sheathing on the bottom and sides. These vessels were of the Terror class.

By MR. BURLEIGH:

Q. You have brought in a bill of metals which you bought of W. F. Steele. Are you acquainted with navy-yard work?—A. No, sir; I do not know anything about plumbing-work.

Q. Have you any reason to believe that this metal came from any particular place?—A. I have not. It was delivered to us from his place.

Q. From the price, it would appear that this material had all been used?—A. Yes, sir; it was fit for nothing but remelting; it was old scrap stuff.

Q. Did it look like ship-work?—A. It was ship-plumber work, I should think. It was all of that character. A ship-plumber is not likely to have anything else in the shape of old material except what is taken out of vessels.

Q. Do you think that had been taken out of old vessels?—A. Yes, sir.

Q. Was there any lead pipe in coils in this lot?—A. No, sir; nothing of the kind.

Q. Was there any pig-tin in it?—A. No, sir; it is not likely that they would sell pig-tin for the price of lead.

Q. Were there any pipes?—A. No, sir; there was nothing but old copper-pipe; it had been used. I do not know what else it could have been in the shape of copper.

Q. Was there any material that is used for galvanizing in the lot that you bought, in pigs or bars—I mean spelter?—A. No, sir; there was nothing that we got from Mr. Steele that was of any more value than that scrap-metal.

PHILADELPHIA, April 11, 1876.

WILLIAM P. REYNOLDS sworn and examined.

By the CHAIRMAN :

Question. You are a contractor with the Government of the United States, are you not?—Answer. I have been in two instances. I had a contract with the Government for breaking up two monitors at Washington and one man-of-war at the Philadelphia navy-yard.

Q. State the name of the two vessels at Washington.—A. The Hero and the Piscataqua.

Q. State the name of the vessel at Philadelphia.—A. The Nebraska.

Q. When did you make those contracts?—A. The contracts for the Hero and Piscataqua, in Washington, were made, I think, in April, 1875. The contract for the Nebraska was made later in the year. It was in July, I think.

Q. Was that contract in either instance made in regular form with the Department?—A. In both cases it was made by propositions submitted by me to the Department and accepted by them. I had competition in both cases, as I understand.

Q. Was the proposition of the Department submitted to the public by any advertisement?—A. In regard to breaking up the monitors at Washington, my proposition was worded in this manner. The Government had been breaking up monitors all over the country, and in every instance the iron which was recovered from the monitors reverted to the party who broke them up. I made the proposition, based on the same conditions and price as other people had done, knowing that I could have the iron which was recovered from the monitors at Washington to re-work into new iron. After I had been working, I think, for some month or six weeks, I received an order from the commodore to have my iron ready to turn over to John Roach. I thought it very strange, as I had made arrangements to ship the iron to a house that I am connected with—the house of Seyfert, McManus & Co., at Reading, to re-work into new iron; and I made complaint about it, but the Department insisted upon the iron going to Roach, and I delivered it to him. I have never finished my contract at Washington.

Q. You made a proposition to the head of the bureau, Mr. Hanscom?—A. No, sir; to the Secretary of the Navy. It was accepted.

Q. You proposed to undertake the destruction of the Hero and the Piscataqua at so much a ton?—A. Yes, sir; upon the same conditions as other people had broken up monitors.

By Mr. HARRIS :

Q. State your proposition in terms. What was your distinct proposal to the Secretary of the Navy?—A. My distinct proposition to him was this:

“I respectfully offer to you the following proposal to break up the monitors Hero and Piscataqua, now lying at the Washington navy-yard. I will break up the said monitors on the same terms and conditions that Pennock & Co. broke up the monitor Suncook in the Philadelphia navy-yard, the rate being six dollars per ton. Hoping that I will receive an early reply from you,

“I am, yours, &c.,

“W. P. REYNOLDS.”

Q. That is, it was six dollars per ton?—A. Yes, sir.

Q. And that was accepted by the Secretary of the Navy?—A. It was accepted by the Chief of the Bureau of Construction and Repair.

Q. And you were directed to go ahead?—A. Yes, sir; I was directed to go ahead.

Q. And after prosecuting your work some time you received an order, as I understood you, to turn the iron of these vessels over to Mr. John Roach?—A. Yes, sir.

Q. A similar proposition, as I understand you, was made in the case of the Nebraska.—A. No, sir; the Nebraska was a wooden ship. I made a proposition in her case to break her up for \$4,900, the material recovered to revert to the Government; I to be furnished by the Government with such tools as they might have or as were not in use in the yard, without any cost to myself, upon my giving a receipt for them and returning them to the Government when I was through. I went to work on the Nebraska and broke her up and completed my work. I had no difficulty at all.

Q. What became of the iron in that vessel?—A. It was turned over to the house of Seyfert, McManus & Co., which I represent.

Q. Have you any association with that firm other than that of agency?—A. Nothing more than being the party who has charge of all their Government work outside.

Q. Do I understand you to say party or partner?—A. I am no partner.

Q. Was any one interested with you in either of these contracts that you made with the Government?—A. No, sir.

Q. No one had any interest whatever in them?—A. Not any.

Q. You state that the work at Washington City is not completed?—A. As far as I am concerned the work is not completed. My contract was annulled. I owed men in Washington some money.

Q. When was it annulled?—A. I think it was a month or six weeks ago.

Q. For what reason?—A. I failed to pay my men. I could not get any money from the Department; the consequence was that the men would not work for me. I have not received any money from the Government for six or seven months.

Q. By the terms of your agreement, was there any security to be given by you in either case, or any forfeiture to be made?—A. None was asked, and none was given.

Q. Coming back, now, to the terms and conditions upon which you understood Pennick & Co. had destroyed a vessel here; what were those terms and conditions?—A. All that I know is that Pennock & Co. got the iron to re-work, and they were paid so much a ton. That is, the same rate as the Government agreed to pay me. The conditions were that they were to have the iron to re-work into new iron. They were to be paid for breaking the vessel up \$6 a ton of 2,240 pounds.

Q. You claimed that the retention of the iron was part of your contract?—A. I looked at it in that light, and still hold that I am entitled to it.

Q. What were the terms upon which Pennick & Co. were reworking iron, if you know?—A. At the beginning of the contracts of Pennick & Co. and ourselves, I acting as agent for the house of Seyfert, McManus & Co., we were to pay the Government for old iron that we received from them $1\frac{1}{2}$ cents a pound, and the Government, in return for that, was to pay us 8 cents a pound for new iron that we delivered back to them. We worked upon that order a long time. Then the Government had some four or five hundred tons of 3-inch plates in the Philadelphia navy-yard which were originally intended for the Nebraska, the vessel that I broke up, which they desired reworked. It was very good iron, and we made a proposition to rework that up: by receiving three tons of the old iron we would give one ton of the new in return.

By Mr. HARRIS:

Q. You have been asked to state your contract with the Navy Department. You have done so. You say that refers to a contract with Pennick & Co. Now you are asked distinctly what you understood the contract of Pennick & Co. would be, you turn off and undertake to tell us what a contract was with Seyfert, McManus & Co.—A. I understood that the contract with Pennick & Co. would be that they were to re-work all the old iron recovered, which they did do.

Q. At what rate?—A. At the rate of three tons for one.

By the CHAIRMAN:

Q. In making your proposition to the Secretary of the Navy you must have assumed that there was some advantage in that proposition of reworking the iron: what advantage was there to you or to any other person?—A. As representing the house that I did we were iron manufacturers, and our works were standing idle, and had been idle from six to seven months. We employed about 2,000 men: they were out of employment. We heard that the Government was making contracts for iron to rebuild monitors, and to enable these men to get work we made the proposition. The advantage to be gained from it was nothing more nor less than any other business transaction that a person would enter into. There was nothing unfair or unjust to the Government in any proposal that we made to the Department. Our proposition, we think, to this day, has been a losing one: at least so far as regards the iron to be reworked it has been a losing one, at the rate of three to one, to the house of Seyfert, McManus & Co.

Q. And is, therefore, a losing one to anybody who makes such a trade?—A. Yes, sir; I will not say that, because the kind of iron that we were required to furnish was different from a majority of other iron. Most of the iron other people furnished was plate-iron: ours was bar, angle, and all the iron that enters into ship-building, with the exception of plate-iron.

By Mr. BURLEIGH:

Q. Would the price of iron make any difference in a contract of that kind?—A. Yes, sir.

Q. Then a contract made when iron plate was 10 cents a pound would be better for the party receiving the old iron than it would be at a time when iron plates were only 7 cents a pound?—A. Yes; if he had a market for his old iron it would be. It will make a difference in the contractor's favor if iron is 10 cents a pound.

Q. And a decrease in the price of iron would result in a loss to the manufacturer on a trade like that?—A. Certainly.

By the CHAIRMAN:

Q. What is the average loss in quantity in reworking old iron: I mean such as is obtained from the United States Government?—A. That is a hard question to answer. The iron that I recovered from the United States Government from vessels is, in some

instances, sheet-iron, and the loss is greatly more than in ordinary iron. The average loss I should state to be 25 per cent.

Q. Then, in repaying the Government of the United States at the rate of one for three tons, it would be one and a quarter paid to the contractor to compensate for his labor and expense in the process of reworking?—A. Yes, sir.

By the CHAIRMAN:

Q. In plating that has been purchased by the Government, but never used upon any vessels, and which is new in character, what would be the percentage of loss in reworking?—A. New plating is no better than old plating. You have got to cut it up to rework it. You cut it up and make scrap-iron, and it comes under the same head as scrap-iron. The only difference would be the rust in the old plating, which would weigh, and you would receive no benefit from it.

Q. Then, assuming that you are correct, and that there is no difference between the new and the old plating, what is the percentage of loss in both?—A. I should say about twenty-five per cent.; no more than that.

Q. Are you unable to state to what extent the house that you represent, Seyfert, McManus & Co., have reworked iron for the Government or for the Navy Department?

—A. To the extent of about eighty thousand dollars, putting it into money value. We have received from the Philadelphia navy-yard somewhere in the neighborhood of four million seven hundred and odd thousand pounds; say somewhere in the neighborhood of four million and three-quarters of old iron.

Q. Were not the contracts made by Pennoek & Co. with the Navy Department, turned over, by order of the head of the bureau, to the house you represent?—A. They were not.

Q. No part of them?—A. The first order that we ever received from the Government was when Pennoek & Co. were taking iron out of the Philadelphia navy-yard—old plate-iron. I went to Washington and succeeded in getting a portion of that old iron turned over to us, to rework into new iron upon the same terms and conditions that Pennoek & Co. were reworking it. An order was issued to the commander of the yard to do that.

Q. To suspend the delivery of iron to Pennoek & Co. and turn it over to Seyfert, McManus & Co?—A. Only a portion. The wording of the order was that "a portion of the iron heretofore ordered to be turned over to Pennoek & Co. will now, under this order, be turned over to Seyfert, McManus & Co."

Q. Do you know a gentleman named Plant?—A. I know of him, and have heard of him, but I never saw him in my life that I know of.

Q. Was not he the successful bidder for the destruction of the Nebraska?—A. He was.

Q. How happened it that he did not get the contract?—A. I don't know.

Q. Did you pay him anything to get out of the way?—A. I never saw the man, and never heard of him.

Q. Did you pay him, directly or indirectly?—A. No, sir; I never paid the man anything in my life to get out of the way.

Q. Where does he reside?—A. I don't know him; I never knew him; he has never even been pointed out to me.

Q. What sum of money did the Department pay you for the destruction of the Nebraska?—Forty-nine hundred dollars. I will say further: I first made a proposition to the Government to break up the Nebraska for \$5,750; I think, although I am not certain, because I have no knowledge of it, merely from what I heard, that a man named Plant made a proposition to break it up for \$5,500. He agreed to go to work on it at a certain time, and to prosecute it faithfully. He drew up a contract in that way. The time came: the man didn't have the means to buy the tools, and could not go on with the work. It ran over some three to four weeks. I happened to hear of it, and made the remark that Mr. Plant was not going on with his contract. A party spoke to me, and told me that Plant had thrown it up. I said, "if that is the case, I will make a proposition," and I made a proposition to the Department to break it up at a less figure.

Q. Who was the party who told you that he had thrown it up?—A. I cannot say that; it was some workman in the navy-yard; I don't know who he was.

Q. Was it a workman in the navy-yard?—A. It must have been an officer or workman.

Q. Did you not get your information at Washington City?—A. I did not, that I know of.

Q. Did you get it from Mr. Hanseom?—A. I did not; emphatically, no.

Q. Or Mr. Steele?—A. Emphatically, no; nor from Mr. Hartt; nor from any of the naval constructors in the United States service.

Q. Nor from the Secretary of the Navy?—A. Nor from the Secretary of the Navy.

By Mr. HARRIS:

Q. What did you then offer?—A. I offered to break it up for \$4,900, which bid was accepted, and I went to work immediately.

By the CHAIRMAN :

Q. Was there any difference in the terms and conditions of that second proposition from your first proposition?—A. Yes, sir. In my first proposition I asked that the wood should belong to me. They would not think of accepting such a proposition as that, and said it was to be given out by the commandant of the yard to the poor. I then made a new proposition, and said that the wood and all the material taken off the Nebraska should revert to the Government; and it did so.

Q. Had you any information as to the amount of Mr. Plant's bid at the time you made your second bid?—A. I knew it; I saw both bids. When I went down to know whether my bid was referred to the commandant of the Philadelphia navy-yard I had a right to ask for the bids of both parties, and the bids of both men, I think, were shown to me by the commandant of the yard.

Q. Were both bids returned here?—A. Yes, sir.

Q. Was not your bid made in the first instance to the head of the bureau?—A. Both of them were returned here, and the contract was to be entered into with the commandant of the yard.

Q. And Mr. Plant failed to execute his bond?—A. There was no bond asked from him, that I know of.

Q. Have you made any other contract or agreement with the Government, either for yourself, or representing the firm of Seyfert, McManus & Co.?—A. Yes, sir. I made a contract and purchased goods from the Government.

Q. Where and when?—A. At the Norfolk navy-yard.

Q. When was that?—A. It was in August of last year.

Q. What was it?—A. To purchase from them a large quantity of shot and shell laying at Saint Helena and at Norfolk.

Q. Was that at public auction?—A. No, sir.

Q. From whom did you make the purchase?—A. From Commodore Jeffers.

Q. State generally the terms of the contract or agreement.—A. We were to pay five-eighths of a cent a pound for all the condemned shot and shell at the Norfolk navy-yard, the Government to be at no expense for moving the same or handling it. I was to take it from where it laid. I did so, and finished taking the material away last month. When your committee was in Norfolk I was then shipping material from there.

Q. You paid money for that?—A. I paid cash for it.

Q. There was no exchange in that proposition?—A. No exchange at all.

Q. Have you had any other contracts?—A. We had a contract before that to take some guns. We purchased a quantity of guns that lay at the Norfolk navy-yard. I shipped those, I think, last April or May.

Q. What character of guns?—A. Cannon. It was a small amount. It would not amount to one hundred tons. In that same contract there was a fifteen-inch gun at the Philadelphia navy-yard, or at League Island, rather, and a thirteen-inch mortar, condemned.

Q. Was that purchase made at any public sale?—A. It was not.

Q. It was a private purchase?—A. Yes, sir; it was sold under authority, I think, from Congress to allow a certain quantity of ordnance stores to be disposed of, for the purpose of making tests in ordnance. There were \$50,000 voted by Congress to be allowed to be sold by the Chief of Ordnance, and this was appropriated from that fund.

By Mr. HARRIS :

Q. You say there was not a hundred tons of guns?—A. There was not at Norfolk. There was one mortar, which weighed about forty tons, at League Island. To the best of my knowledge, I think we bid a cent a pound for the guns in Norfolk and three-quarters of a cent a pound for those at League Island. The cause of the difference in the price was on account of the extraordinary weight of the guns at League Island. One of them weighed 52,000 pounds, and the mortar 35,000 pounds. The others were small guns.

Q. You paid cash for these?—A. Yes, sir.

Q. What was the fair value of such guns as these: did you get them under price?—A. No, sir; I paid full price for them.

Q. What is the ordinary price of old cast iron in large weights?—A. There is no fixed value for cast iron at the present time, or to any other kind of iron. If the Government wanted to sell to-day a large quantity or small quantity of large guns, I would not give them over three-eighths of a cent a pound for them.

Q. Had you ever any other contract with the Government?—A. No, sir; with the exception of what I have enumerated.

Q. Did you have any contracts, or make any purchases at the navy-yard here at Philadelphia, of old material?—A. Not a single purchase.

Q. Did anybody with whom you are connected?—A. In August or September, 1875, the firm of Seyfert, McManus & Co. entered into an agreement with Nathaniel McKay that any purchases that we would make from the Government we would share and

share alike in the profits and loss. The goods that were purchased at the Philadelphia navy-yard by Nathaniel McKay were purchased for joint account. They were turned over to Seyfert, McManus & Co., and disposed of by them. They were taken to the warehouse on Queen-street wharf. At the same time that we were moving stores purchased by McKay at auction, we were also moving stores from the construction department upon the exchange basis.

Q. With whom did you have a contract for the exchange of new iron for old?—A. With the Chief of the Bureau of Construction and Repair, Mr. Hanscom.

Q. What sort of iron were you receiving upon that basis?—A. We received some seven hundred tons, I think, of bar-iron. Somewhere in the neighborhood of a million and a half pounds. They were very long bars.

Q. What was the character of that iron?—A. It is laying at the Queen-street wharf. It is all very fine iron and good iron; there is no doubt about it. I think it was a very good operation.

Q. When was that contract made for exchanging new bar-iron?—A. It was not new bar-iron.

Q. What was it?—A. It was old iron fit for no use, only for the use it was adapted to.

Q. What use was it adapted to?—A. It was adapted to the use of armor-bars and braces for the Nebraska, the ship that I broke up.

Q. What size were they?—A. They would run all the way from 3-inch, rounds and squares, up to 8-inch, rounds and squares. Some of it was flat iron.

By Mr. BURLEIGH:

Q. How wide was that?—A. It ran from 4 inches to 16½ inches, the bars running as long as 30 to 40 feet.

Q. How thick?—A. The iron we took out of the Philadelphia navy-yard ran from a half-inch to 8 inches in thickness—3 inches by 8, or 8 by 6.

By Mr. HARRIS:

Q. Was any portion of that iron, iron which had never been used for any purpose?—A. None of it had ever been used.

Q. It was, then, new iron?—A. Yes, sir.

Q. Made for a special purpose or adapted to a special purpose?—A. I don't know what it was made for. I know I found it in the navy-yard, and it was turned over to me by proper orders, received from Washington.

Q. Was any of it merchantable iron?—A. We never were able to sell any of it as merchantable iron.

Q. Could you buy this size at the iron-stores?—A. Most undoubtedly you could.

Q. How many pounds were there?—A. Four million five or six hundred thousand pounds of iron all told.

Q. But I mean this last lot?—A. The last lot was a million and a half pounds.

Q. I am speaking of the iron that you were taking out of the yard at the time of the removal?—A. I have been talking about the general matter. The iron that we took out of the yard at the time of the removal was composed of bars and scraps.

Q. Were you under a contract to return to the Government one for three tons of new iron for that last contract?—A. The Government at the time we were taking this iron out was in our debt, and it is still in our debt. We delivered iron all through last year to the Government here, and received no pay for it. The only means by which we could get our pay was taking iron out of the yard during the latter months of the year.

Q. By what arrangement or contract?—A. By orders from Washington, ordering the commandant of the navy-yard here to turn over to us all such iron as was not available for immediate naval purposes.

Q. I asked you whether or not under any arrangement you were removing iron from the navy-yard while it was being broken up. You answered yes, that you had an arrangement with McKay by which you took all of the iron that he bought at auction, and were to sell it on joint account. Besides that, you took bar and other iron which you were to work under the exchange system. I then wanted to find out how much you got under the exchange, and how much you got under the McKay contract; state that, keeping them distinct.—A. It is impossible for me to tell you.

Q. You had an arrangement by which you took certain iron not needed for immediate naval purposes, on the exchange system?—A. Yes, sir.

Q. Now you say that the Government owes you?—A. Yes, sir.

Q. Did you deliver more new iron than you should have delivered on that system?—A. No, sir. We delivered iron in this manner: The commandant here sent an order to us to furnish this yard with a certain quantity of new iron. We furnished that quantity of new iron, and made it ourselves. We did not get our pay for it; that is, in old iron. By some hitch or crook in Washington they did not issue the orders to us until the latter part of the year.

Q. That is to say you had not had the old iron that you were entitled to under the contract. Is that what you mean?—A. Yes, sir.

Q. Do you claim that the old iron which you did receive during the removal of the navy-yard was iron that you were entitled to under that contract?—A. Part of it.

Q. What part?—A. All that was not purchased at auction by Mr. McKay.

Q. That is to say, all that you received from the Government, which Nat. McKay had not purchased and sold to you, you were receiving under your exchange contract, and you were entitled to it from the fact that you had advanced to the Government new iron faster than it had supplied you with old? That is the true statement which you mean to be understood as making, is it?—A. Yes, sir.

By Mr. JONES:

Q. As I understand, the commandant required you to furnish so much iron?—A. We went on and furnished it.

Q. Was that when it was required that you should be paid in old iron?—A. Yes, sir.

Q. When the requisition was made to you that you should make new iron for it?—A. Yes, sir; the Government made a requisition on us for new iron.

Q. And in that requisition did it state that it was to pay you in old iron for it?—A. Yes, sir.

Q. You can show that, can you?—A. Yes, sir.

By Mr. HARRIS:

Q. Was the old iron which belonged to you under the exchange system weighed as you received it?—A. To the 19th day of December I think it was; at all events, in the middle of December the scale was taken away, and we made an agreement with the naval constructor to take it to the Queen-street wharf and have it weighed by the sworn weighmaster, and a return made of it to the Government. We have not had it all weighed, but are ready to make our return to the Government as soon as the balance is weighed.

Q. How was it removed?—A. In scows and lighters.

By Mr. JONES:

Q. Where does that which is not weighed remain?—A. On the wharf; all indoors and locked up.

Q. What is the reason that you have not weighed it before this time?—A. We have had no facilities for weighing it, except by going to an expense of \$2 a ton.

Q. You are waiting to get a chance to sell it, before you weigh it?—A. Yes, sir.

Q. You bought it from the Government and put it in stores?—A. It is in a Government bonded warehouse. We have no control over it. We have sold it now, and are going to weigh and deliver it.

By Mr. HARRIS:

Q. Then you say that the iron was put on board scows by you, at your expense, transported to the bonded warehouse, and there delivered at your expense into that warehouse, and you say that you have had no charge of it since?—A. Yes, sir.

Q. As fast as you sell it, it is delivered by the warehouse to you?—A. Yes, sir.

Q. Has not the warehouse the means of weighing it?—A. Yes, sir; when it is taken out; when we order it. They charge us for storage when we take it out.

By Mr. JONES:

Q. How do they know what to give a receipt for?—A. We have never received a receipt for it.

Q. Did you ever put anything in a bonded warehouse when you did not get a receipt for it?—A. We never got a receipt there.

By Mr. HARRIS:

Q. Who was at the head of the bonded warehouse?—A. It is known as the Pennsylvania Warehousing Company, of Philadelphia.

Q. Who is at the head of it?—A. I cannot say, though I am under the impression that a man named Scott is secretary or treasurer. He is Tom. Scott's son. I would not say, but I think Janison is president.

Q. When you put that iron there did you get any kind of a receipt? Have you anything to show that you have any iron there?—A. Most undoubtedly we have.

Q. What is it?—A. We have certificates to show that we have, I think, some seven hundred tons of iron there.

Q. How do you know that? It has not been weighed, has it?—A. That is iron that has been weighed; it has been there since last August.

Q. Have you any receipt for the iron which we are now talking about?—A. No, sir; we have received no receipts for iron that was taken out of there after the scales went away from the navy-yard.

Q. How are you to determine hereafter that you get the iron which you took from the navy-yard?—A. We know the iron, and know where it is.

Q. Is it stored in one pile?—A. Yes, sir; it is stored on one pier and locked up separate from everything else.

Q. You say that that iron was all received on the exchange system?—A. Yes, sir.

Q. And that when its weight is ascertained you will be charged with the amount?—A. Yes, sir; by the Government.

Q. To be paid for in new iron at the rate of three for one?—A. No, sir; I don't say that.

Q. What is the contract?—A. It is just as the orders read. I am under the impression that under our contract we are to be paid 8 cents a pound for the new iron, and to receive old iron at a cent and three-quarters a pound.

Q. You have been speaking about an arrangement called the exchange system, where three pounds of old iron were given for one pound of new. I ask you now whether the iron received from the navy-yard last year on the exchange system was received three pounds of old for one pound of new iron?—A. There were received 877,000 pounds of three-inch plate at the rate of three tons of old for one ton of new.

Q. Have you delivered the new under that contract?—A. Yes, sir.

Q. What other contract have you for exchange?—A. Orders from Washington.

Q. What is the nature of those orders?—A. To turn over to us iron to be charged at a cent and three-quarters for old, and eight cents a pound for new.

By Mr. JONES:

Q. It appears that you did not deliver the new?—A. We delivered that before the navy-yard broke up. We have some lying now ready to be delivered.

By Mr. HARRIS:

Q. Under this last contract you suppose that you have delivered as much new iron as the Government has a right to call on you for?—A. No, I think we owe the Government something. I think we have not delivered the whole of it.

Q. But you delivered a large portion of the new iron under this last contract, before you received the old scrap-iron?—A. Yes, sir; certainly.

Q. The old scrap which you did take out of the yard in scows last year, and which is now in the bonded warehouse, was delivered to you on that contract, was it?—A. Yes, sir.

Q. And you cannot determine how much you will owe the Government in the shape of new iron until this iron is all weighed and disposed of?—A. Yes, sir; I can determine that very easily by saying that the Government will owe us.

Q. You cannot determine it exactly?—A. I think the Government will owe us.

Q. They will owe you some old iron?—A. Yes, sir.

By Mr. JONES:

Q. What kind of iron have you been delivering to the Government for the last year?—A. Bar-iron, &c; our own brand, Seyfert, McManus & Co.

Q. Is it refined iron?—A. It is double-refined iron.

By Mr. HARRIS:

Q. State whether or not under that contract you are called upon to deliver to the Government new iron worked to shapes which they require?—A. Yes, sir; we have some now at our works.

Q. State in what forms the iron has been worked which you have delivered under the contract?—A. It was rolled by us into shapes. There was large iron; there was some plate-iron that was nine feet wide, eight feet long, and an inch thick; the plates weighed two and a half tons each. There was some hatch-capping iron; it is very expensive and tedious to make. We have that now at the works.

Q. You have to roll to dimensions?—A. Yes, sir.

Q. In such form as the Government requires?—A. Yes, sir.

Q. Without extra charge?—A. Yes, sir; we give them all sizes of iron.

Q. So that whatever form they demand you are obliged to roll it in, at 8 cents a pound?—A. Yes, sir; with the exception of very rare instances.

By Mr. JONES:

Q. On bar or round bolt-iron it is 8 cents a pound?—A. Yes, sir.

Q. I understood you to say that they would get the weight of this iron, as you sold iron down there?—A. As soon as we sold it.

Q. But it is sold?—A. Yes, sir.

Q. I thought you bought it to exchange and roll over?—A. We do not consider that the Government has any control over it after we take it; it is our property.

Q. Do I understand you that you deliver the Government net tons?—A. No, sir; we deliver them gross tons, and receive gross tons.

By Mr. HARRIS:

Q. Do you roll or furnish beams for buildings?—A. Yes, sir.

Q. Can you furnish them under this contract at 8 cents a pound?—A. We have furnished ship-beams, but not building-beams.

Q. You do not know, and cannot say exactly, how much iron in weight you received under this last exchange contract from the Government?—A. We did not separate our contracts; we run them together, and the total weight of the old iron that we have received so far is about four millions five or six hundred thousand pounds. The total weight of new iron that we have delivered is a million and a half pounds.

Q. Don't you have to keep separate the different deliveries of old iron to you in order to determine how much of the exchange iron is to be delivered to the Government under each contract?—A. No, sir; we just take that amount that was ordered to be turned over to us at three tons for one, and deduct that from the aggregate amount.

Q. Now as to the question of the delivery of the iron: Was there any iron delivered to you on boats during that removal, which has not gone into the bonded warehouse, or which has not been accounted for by you to the Government?—A. There was iron that we took away from there, that we purchased at auction, some of which did not go to the bonded warehouse; but no iron that we took from the construction department on the exchange basis went anywhere else but to the bonded warehouse.

Q. Did you or your firm buy any iron independent of Nat. McKay?—A. No, sir; not a pound.

Q. Did you have charge of the receiving of the iron which McKay bought at auction?—A. I did.

Q. What was done with that iron?—A. I sold it.

Q. Where was it carried?—A. Part of it was carried to the Queen-street wharf, part to Trenton, and part to Wilmington.

Q. Have you sold it on joint account?—A. Yes, sir.

Q. Was that iron which was sold at auction to Nat. McKay in piles separate from the most of the other iron in the navy-yard, or where was it kept? Where did he take it from?—A. What he bought from the ordnance was in the ordnance warehouse. What he bought from the engineers was in the engineers' department, or branch of the yard. What was bought from yards and docks, if there was anything bought from them, was in their separate ground.

Q. Do you know the amount of each of these different purchases?—A. I do not.

Q. Was that iron bought at the last sale in November?—A. Yes, sir.

Q. Do you know anything about twenty tons of scrap-iron bought from the engineering department?—A. Yes, sir; I know that Nat. McKay bought it.

Q. Do you know that you transported it?—A. I never did. I know that we had quite a time with it. I know that Mr. Newell, the engineer of the yard, estimated it to weigh twenty tons. We were a long while before we thought of taking it out, having other business to attend to; and at the time of the delivery the scales were up and we offered to estimate it. He would not estimate it, but wanted us to pay him for sixty tons after first making the estimate for twenty tons. Mr. McKay refused to pay him. He then insisted on our taking it and hauling it two or three squares out of the yard at our own expense to a sworn weigh-master, to be weighed, and then brought back into the yard. Mr. McKay refused to do anything of the kind. It finally wound up by Mr. Newell, the engineer of the yard, allowing McKay to bring a lighter there. They measured the lighter light; took her displacement, and then put the iron in, and measured her afterward. The iron was delivered to us, or to Mr. McKay, at that weight, which was thirty-three tons, I think. The Government did this. We had nothing to do with it. The iron was taken, I think, to Kensington and sold up there. It weighed thirty-three and a half tons.

Q. I notice also in the same department fifty tons of scrap cast-iron.—A. I had nothing to do with it.

Q. He didn't buy it?—A. No, sir.

Q. "Five hundred old boiler-tubes." Did he take those?—A. Yes, sir; he bought them and paid for them.

Q. "Three thousand feet of iron boiler-tubes." Did he take those?—A. Yes, sir.

Q. How were these weighed?—A. In the same manner. They had no scales there. They were measured. They took the manufacturer's scales of weights, measured them, and made the bill out, and they forced him to accept that weight and to pay for it, with no redress. If the goods fell short they refused to make it good. But, as luck would have it, they measured them, made out their own bill, and McKay paid it; and when we took them to the bonded warehouse we weighed them taking them in. They sent a man up there to watch the scales. He watched them, and I believe it overran something. They made out a bill and we would not pay it.

Q. How much did it overrun?—A. I could not tell you.

Q. Was it something like a hundred dollars in value?—A. Something like that.

Q. They were paid for by measurement before they were taken?—A. Yes, sir; and a receipt was given in full.

Q. I notice two marine-boilers, iron tubes, estimated to weigh twenty-five tons each?—A. They were bought by McKay.

Q. Were they paid for at twenty-five tons apiece?—A. I don't know that.

Q. Two marine-boilers, composition tubes, estimated to weigh forty tons each; did he buy those?—A. Yes, sir.

Q. They were not weighed?—A. No, sir; they did not require to be weighed.

Q. He had to pay for them at this weight, as you understood?—A. Yes, sir.

Q. What else did he buy in the shape of old iron. Did he buy any pieces of the Sun-cook?—A. I don't think so.

Q. Did he buy the crank-shaft of the Chattanooga?—A. He did not. We would not have it for a gift. Lots numbered thirteen and fourteen on the catalogue were purchased by McKay.

Q. Were they purchased by the piece?—A. By the lump.

Q. They were not weighed at any time?—A. No, sir; there were several hundred tons in them.

Q. Did he purchase anything in the equipment or ordnance department?—A. He did in the ordnance department.

Q. What did he buy there? I see "one hundred and one 24-pound rammers" here.—A. He didn't buy them. In fact, come to think, I don't think he bought anything from that department; but we bought at the sale previous to this a lot of material that we didn't take out until that time.

Q. What month?—A. I think it was in October.

Q. Then goods that he had bought at a previous Government sale remained there until this last one?—A. Yes, sir; they were taken out together.

Q. Were all articles not sold by the piece or by fixed weights weighed by you?—A. They were weighed by the Government, with the exception of what I spoke to you about.

Q. Did there come into your possession, as the property that Nathaniel McKay had bought at either of these auctions, any property which was not weighed which should have been weighed?—A. No, sir.

Q. Did you obtain more goods under that purchase than were put up at auction?—A. No, sir.

Q. Did you have the superintendence of the transportation of these goods from the store-house to the boats?—A. I did from the navy-yard to the lighters.

By Mr. JONES:

Q. Did I understand you to say that you got this large amount of iron from the navy-yard just previous to its removal to League Island?—A. Yes, sir; a very large quantity of it.

Q. By order, as you state. Who was the order from?—A. Isaiah Hanscom.

Q. How long previous to the removal of the yard did you have that order?—A. For a whole year; we were running all the time.

Q. You testified here that there was an order to deliver to you all iron such as was not required in the construction department?—A. Yes, sir; I think you will find the order to deliver us that iron was dated August 27, 1875.

Q. Was it under this order of last August, that you took away iron in December?—A. Yes, sir.

Q. Why did you not take it away before?—A. We were working on it all the time.

Q. Were you taking away iron from August up?—A. We were taking away iron for two years; from April 27, 1874.

Q. When did you get the order to take this last iron that you have down in the bonded warehouse which is not weighed?—A. That was under the order of August.

Q. By whose consent did you take it from here and put it in the bonded warehouse, without its being weighed. What authority did you have to take it, and put it in there?—A. I went to Naval Constructor Hartt, and informed him that we were taking away iron there, and the scales were up, and that we were unable to weigh it. I told him if we were allowed to take it over there as soon as we weighed it we would return the weight to the Government. He wrote a letter embodying that statement to Washington.

Q. Did he address it to the commander of the yard?—A. I think he addressed it to Isaiah Hanscom, through Mr. Steele.

Q. Did you get an order back from the chief of the bureau to take that material from the yard and put it in the bonded warehouse without being weighed?—A. No, sir; I took it away by consent of Constructor Hartt. He gave me a pass to pass it out.

Q. Without its being weighed? And then you put it in the bonded warehouse under the orders of Isaiah Hanscom?—A. I say that he (Hartt) made a statement to Washington that he had done so.

Q. He gave you the orders before he made that statement, did he not?—A. I don't think there was any order about it. Naval Constructor Steele came here sometime in December with a request from the chief of the bureau at Washington, to get a com-

plete statement of all iron that we had received from the Government. At that time we were taking the iron out of the yard, and the scales were up. Mr. Hartt made a statement to Washington, saying that we were taking some iron out of the yard there; that there were no scales, and that he had allowed us to take it to the Queen-street wharf to the bonded warehouse there, and we should return the weight to him as fast as it was weighed. We did so. We have a sworn weigh-master's certificate for all that has gone out, and as soon as we get the balance weighed we will return that to him. If there is any harm in that, certainly it is for you to judge for yourself.

By the CHAIRMAN:

Q. Do you remember the investigation that was made under the orders of Commodore Preble, about certain missing material from the yard?—A. I do not know any more than this: I was in Washington for some three or four weeks. When I returned I found a certain man, named Rowbotham, an engineer in the Navy, and found that he was running around talking of Reynolds's warehouse. Reynolds had no warehouse of course. I asked what was the matter. They said that I had taken some copper pipe or something that belonged to the Antietam. They wanted to know when it went out, and I think he named a date, and stated that he had seen it in the morning, and it was gone in the evening. They told him that I was not here but in Washington, and as soon as I returned they would send me down. I returned in the course of a week or so. I went down to the yard and reported. I found the board of investigation there investigating the case of some things which had been lost. I went in to the board, and they asked me some questions. The first question I think was whether I had seen those articles. I told them that I had not. I think the specification said that they were taken out at a certain time. They wanted to know whether I could throw any light on the subject. I told them I could not. Then they wanted to know whether I had not taken them. I told them I had not. I also told them that I had not had a team in the yard for a week at the time they charged that these goods were taken. People had been removing goods out of the yard. I then stated that if goods went out of the yard it was the fault of the yard authorities in not stopping them at the gate. There were no passes there allowing any of my teams to go out.

Q. Did you have a clerk or any agent of yours in charge of the bonded warehouse, or the room in which your iron was stored?—A. No, sir; we have no authority to have any clerks in charge of anything at the warehouse. The Warehousing Company have. They locked it up and have the keys, and have complete control of it. We cannot get in there ourselves, except by their permission.

Q. Did the board intimate to you in their examination that they had made a request to enter that room?—A. You are referring to the wrong investigation. This was another investigation. There were several of them.

Q. Did you at any time endeavor to prevent an examination into the quantity of material stored at the bonded warehouse?—A. Never. I took the board there, composed of Civil Engineer Stratton and others. I requested Captain Wells to go over, he being one of the parties appointed on the board. He wouldn't go, but a man named Roon, a master-mason in the Navy, went. I told them to point out anything that they claimed and they could have it. They went over and ascertained that there was some old iron and other things of theirs. I told them I would take it out and return it to them at my own expense, which I did.

Q. How much of it did you return?—A. I don't know that. I have the receipt of Civil Engineer Stratton as to its return.

Q. Have you any idea how that came to be stored with yours?—A. Yes, sir; I have an idea. At the time of the breaking up of the yard my men were there pulling out old iron that would have reverted to the Pennsylvania Railroad Company, in case it was not taken out. I told them if they saw any old iron lying around there belonging to the construction department to take it out. That was my instructions to my men. They had an idea that they could go along, and whenever they saw iron under the bricks, for instance, they would clean it, and roll them down, and put it on the lighters. As it is, there is any quantity of material lying in the Philadelphia navy-yard to-day that reverted to the Pennsylvania Railroad Company.

Q. How do you make that out?—A. It is covered up there under the debris.

Q. To have been caught in that position there must have been some neglect of duty on the part of some one, it seems to me?—A. Well, I suppose there was.

Q. Whose default was that?—A. You know my opinion about the destruction of the yard, anyway, is not very good. I am of the opinion that it was the most wanton destruction of property that I ever heard of.

Q. Wanton on the part of the contractors?—A. Yes, sir; I think it was an outrage to allow buildings to be torn down in the manner in which they were torn down there.

Q. Do you mean Mr. Rice?—A. I mean Mr. Rice.

Q. I note that you in the whole course of your testimony employ the plural "we;" why is that?—A. I didn't mean it; I corrected myself whenever I found it out. I

had no connection at all with McKay, with the exception of the interest that we had in these auction sales.

Q. What interest did you have in them?—A. By the agreement we were to share and share alike in the profit and the loss—that is, McKay and the firm of Seyfert, McManus and Co., and not myself: I am merely acting as their agent.

Q. Have you any interest in the profits made by Seyfert, McManus & Co. in these matters?—A. I have a percentage or commission, as you might call it.

Q. A commission on profits, or on the amount of sales and purchases?—A. A commission on the amount of sales and purchases.

Q. Did you charge a commission in all this matter in which McKay and they are interested?—A. I have never made any charge.

Q. Do you expect to?—A. I expect to. There is merely a difference of opinion between Mr. Seyfert and myself in regard to it: one don't think he should pay as much as the other one does. Seyfert don't think that he should allow me the price that I ask. There was a board of investigation ordered some time in December, I think, composed of Chief Engineer Newell, Wells, Stratton, and Roon. They made a report to Commodore Preble, and the Commodore forwarded the report to Washington, and also a letter to Commodore Howell, in which he makes use of these words: "I have instructed Captain Wells to notify Mr. Reynolds to return the goods in his warehouse at his own expense." Now if Commodore Preble, and the officers connected with the yard, had looked into their orders they would have found that I, individually speaking, never had a contract with the Government with the exception of breaking up the Nebraska. In their orders with reference to me, they treated me as if I was the contractor there, while I was not. I very often received orders about the movement of teams, about the disposition of material at the wharves, and about things that I had no more interest in than you have. He then goes on and says that "Mr. Reynolds's mistake in taking goods, to which he had no legal right, renders his reputation for honesty at least equivocal." He placed himself upon record in the Department. I am perfectly satisfied to have the Department or any other person make these charges against me.

Q. Did you see the Secretary of the Navy when he was here, some two weeks ago?—A. I did, at a distance.

Q. Were you not in his room?—A. I was not.

Q. Were you not in a room or office with him during his stay here?—A. I was not, and I didn't speak to him.

Q. What are your relations with the Secretary of the Navy?—A. I have no relations with him at all.

Q. What are your relations with Mr. Hanscom?—A. Merely friendly and social. I have had a long acquaintance with him. Our acquaintance, of a standing of two years, has been a very pleasant one.

Q. Of what State are you a native?—A. Of Pennsylvania.

Q. Have you held any position in this navy-yard?—A. Never.

Q. Or in any other?—A. Never.

Q. Have you held any position under the Government?—A. Never, except as a soldier. I lost my arm in the battle of Gettysburgh.

PHILADELPHIA, April 11, 1876.

WILLIAM M. SEYFERT sworn and examined.

By the CHAIRMAN:

Question. Are you a member of the firm of Seyfert, McManus & Co., of this city?—Answer. Yes, sir.

Q. Have you been interested in various matters in connection with the Navy Department of the United States, in the way of purchase and exchange or sale of material for it?—A. Yes, sir: of exchange. There was, however, a time that we made sales during the rebellion, furnishing guns for the Government.

Q. What has been the nature and character of your business with the Navy Department since the year 1870?—A. I don't think we have gone so far back as that. I think 1873 or 1874 is about the time we started in in regard to this bar-iron which we furnished the navy-yard at Philadelphia, in exchange for old iron.

Q. State your dealings, and the extent of them, as succinctly as you can.—A. We have made an exchange with the Government, giving them new iron for old. That is about all there is in it.

Q. You took old iron at what price?—A. We took old iron at 1½ cents. We make them iron, I think, at 8 cents. There was another transaction in which we took three of old and gave them one of new. They proposed making the same arrangement with us as they did with other parties. We had been wanting to get something to do for the Government from time to time. Our works are large. We employ in the neigh-

borhood of 1,800 to 2,000 men. I had gone over to Washington on several occasions for the purpose of getting something from the Government to keep our men employed. I was a long time about it. I had others as well to use some influence, but failed. It was not this iron we were after, but some plate-iron for ships of war which had been partly promised to us. Somehow or another it all came to nothing. Then, toward the last, there was a proposition made. It was said that there was some iron wanted at the navy-yard at Philadelphia, and that if we were able to supply the character of iron that they wanted and the quality, &c., they would give us an order exchanging old iron for new. We have done that. We have some orders on our books yet unfilled. They are for a small amount. I think there is some little iron in our possession not yet delivered. We are ready to deliver it, and have always been, but they have no place to receive it.

Q. Are you able to state the quantity received by you under your contract or contracts in which you bought, or agreed to take, old iron from the Navy at $1\frac{1}{2}$, and to return new at the rate of 8 cents per pound?—A. I am not. I suppose our books will show. I know very little about the details, not having charged my mind with those matters particularly. The clerks in our office will probably be able to state that fact.

Q. Have you anything to show the exact terms and dates of these several transactions with the Navy Department?—A. We have orders for everything that we have transacted with the Government. Our transactions have always been as regular as possible, and I have been somewhat surprised to see the statements in the papers regarding our firm.

Q. You are not able to state, without reference to your books, the dates or the amounts of these several transactions?—A. No, sir. I have not charged my mind, having no idea of anything of this kind, of course. I can only say that there have been two transactions, but first of all that was for plate iron. We bought iron considerably lower at that time, and we were getting a fair price, but no more than others.

Q. When you say others, you mean others who had been contractors for the Government?—A. Yes, sir; furnishing iron as I did.

Q. Who were the others?—A. I don't know, but I think it was said to us that Pennock & Co. were working under their orders.

Q. And Mr. Roach and others?—A. They are making iron now, but I don't think they did at that time, although I suppose Mr. Roach has been getting a good deal that iron, the same as others, and furnishing a good deal of plate-iron.

Q. Your business has been entirely in the nature of exchange?—A. Yes, sir, altogether.

Q. There has been no absolute purchase by you?—A. No, sir. We wanted to purchase. We did not want to exchange this iron. We had plenty of scrap-iron. But, in order to get something to do to keep our men employed, we tried everything that we possibly could. All our neighbors were having something to do with the Government.

Q. Did you pay any fee or commission to anybody in order to secure this contract or make this arrangement?—A. Not a cent. I never did and never would.

Q. Did you ever make any present to any one?—A. No, sir.

Q. Of whom is your firm composed?—A. Our firm is composed of myself and brother, Mr. McManus, and Mr. Trexel. There are only a few of us in the concern.

Q. Is any one connected with the naval service in any way interested with you in your business?—A. No, sir.

Q. Is any Navy contractor interested with you in your business?—A. No, sir.

Q. Is not Mr. McKay interested with you?—A. Nothing more than we have purchased from Mr. McKay. We have purchased a good deal of iron from him, and sold a good deal to him.

Q. Were you not interested with him in the profits of iron that he purchased?—A. So far as we purchased, yes, sir. We purchased the iron from Mr. McKay. We made advances. He had not the money. We paid him for the iron and sold it. He was to give us half the profits.

Q. You advanced the money?—A. We paid him the money.

Q. That was to enable him to make the purchase?—A. Yes, sir.

Q. You then divided the profits?—A. After we took charge of the iron, we sold it and divided the profits; in other words, he gives us one-half the profits.

Q. What interest has William P. Reynolds in this contract?—A. He has no interest at all in it, to my knowledge.

Q. Does your firm pay him any commission on account of that transaction in any way?—A. He has been attending to our business so far as shipping is concerned. We pay him the same as we would anybody else.

Q. Do you pay him a regular, stated salary?—A. He has been our man, and he has been going out selling goods for us, and we pay him a commission. It is just so in buying scrap. * We pay him a small commission as we do some of the other parties outside of him, whom we have in our employ.

Q. Have you made sale from your establishment to any officer of the bureau or any officer of this navy-yard, of any material on private account?—A. No, sir.

Q. Nor of any merchandise that you control?—A. No, sir.

Q. Have you made any loans to any such parties?—A. O, no, sir; we stand entirely free and clear from that. We paid nothing to anybody. What was done, was done by myself pretty much, although a former member, Mr. McManus, who is now deceased, had been spending a good deal of time over at Washington. We had put in a great many bids for the dry-dock at Key West, and many bids for plate-iron, and one thing and another, but we never got anything, although there would be no better prepared mills in the country to do the work than ours. That plate-iron had been promised us, but we never got any of it, and, I suppose, to let us up a little, they gave us a little of this iron to exchange.

Q. In the bills rendered by your agent, Mr. Reynolds, has he ever rendered an account in which he has stated that he had paid out or been put to any expense for and on account of your business to enable him to secure any contract?—A. No, sir. The details outside of our contracts I know very little about.

Q. In any contracts that he has made or alleged that he had made with the Government, has he rendered any such statement to you if he has made any?—A. He has not made any. If he made any he made it for himself. That is, so far as entering up some vessels was concerned. We were to have the iron, but, unfortunately, we did not get that. Some of the other concerns got the iron. He took the contract for himself and not for us. Cutting up vessels is outside of our line of business. We don't want to bother about that.

By Mr. HARRIS:

Q. Did you receive under a contract for exchange iron that was in the navy-yard at the time it was being broken up last fall?—A. I don't know that we did. If we did we were working under the contract that we had. As I say, there is iron due us now. They owed us at one time thirty or forty thousand dollars. We did not want this iron. We wanted the money. I had been at Washington on several occasions in order to get the money, but they told me that there was no appropriation; that they had no money.

Q. And that you must take iron?—A. They offered me iron, and I thought probably the better way would be to take it.

Q. At the time they were breaking up the yard was not iron shipped from the yard in the barges over to a bonded warehouse near your wharf?—A. That is something that I don't know anything about. If there was any iron that belonged to us on the exchange, I suppose it would be there.

Q. Would it be on your wharf or in the bonded warehouse?—A. There is some belonging to us at the bonded warehouse now.

Q. For what reason do you keep it in the bonded warehouse?—A. We have raised money on it.

Q. As it lies there?—A. Yes, sir.

Q. Do you know whether it has been weighed?—A. Yes, sir. I suppose there were, probably, six or seven hundred tons; there was not that much there. Some of it went up to Reading: some we sold, and some is lying there now. That is straight plates that have never been used.

Q. And bar-iron?—A. I would not call it bar-iron. It is heavy iron. Nobody could use it except for forge purposes. We did not want it. We would rather have light plate-iron.

By Mr. BURLEIGH:

Q. Do you say that it is very nice iron?—A. It has never been used and is nice iron, but it is not worth anything. I would rather have scrap-iron. If we sold it we could not get \$30 a ton for it.

By Mr. HARRIS:

Q. Is not this the fact, that some iron that was shipped over there was not weighed at the yard and has not been weighed yet, and awaits to be removed from the bonded warehouse before you can get the weight of it?—A. That I don't know.

Q. Which member of your firm would know it?—A. I suppose Mr. Reynolds would know it. He is the shipper who attended to the shipping of it.

Q. You call it your iron; that is, subject to your order?—A. Yes, sir; the exchange iron belongs to us.

Q. Except that it is in the bonded warehouse?—A. Some of it is there. I don't know that you can call it a bonded warehouse. It is the Pennsylvania Warehouse. The iron is there and we have borrowed money on it; not only on that but on a great deal of stuff at these times.

Q. Do you know whether the Government knows how much there is there?—A. I suppose the Government has the account of it. We sent an account of all that has been weighed to the Government.

Q. Has it been weighed?—A. I think so.

Q. I desire to suggest to you that Mr. Reynolds says the iron in the warehouse was

removed without weighing, for the reason that there were no scales in the yard.—A. Now, you are referring to a different lot of iron. This is not bar-iron. This bar-iron that is piled up is on the warehouse property but not under cover. It is lying outside, on the wharf, but there is another little lot of iron that I heard something of that is lying in the warehouse, and this iron was from the navy-yard. The scales had been removed, and it is there waiting to be weighed now, I believe.

Q. Then it has not been weighed?—A. I don't know that it has or has not.

Q. That you call your iron?—A. I think it is. It comes under the exchange of old iron.

Q. Did not you take into your custody all the iron that Nat. McKay bought on joint account?—A. Yes, sir; pretty much all that he bought.

Q. It came to you?—A. As far as I know it did.

Q. Have you given him credit for it?—A. Yes, sir.

Q. And have been selling and using it?—A. We have been selling a good deal of it.

Q. Were you present during the time of the transportation of that iron?—A. I was down at the yard but once during all the time.

Q. You were not yourself personally cognizant, then, of what took place at the time of the removal?—A. No, sir.

Q. You took what came to you as the iron bought by McKay on joint account?—A. Yes, sir. We paid for it and took it in charge afterward. McKay was a perfect stranger to me at the time.

Q. Do you know of his getting any more iron in that way than he purchased?—A. That I don't know anything about.

Q. State whether or not the scrap-iron which he bought was of a different character from this iron which you were exchanging with the Government?—A. Yes, it was somewhat different. It was made up of old boilers and loose scraps lying around the yard thrown together for sale.

Q. Shot and shell?—A. Yes, sir.

Q. Cast and wrought iron?—A. It was all mixed up, cast iron, &c.

Q. Do you know the amount of it?—A. I do not. After the iron had been weighed there was a bill sent to Mr. McKay, who brought it to us and said there was so much due for iron purchased, and I gave him a check paying him for the iron. I don't know whether he paid the check over or whether he got the money.

Q. You understood that you were advancing the money to enable him to pay the Government?—A. We bought the iron from him. He had not the money; that is, I think he had not.

Q. Do you remember how much money you advanced him?—A. That I don't know.

Q. About how much?—A. I could not say that. The checks were made out and brought to me to sign.

Q. What is the name of your clerk who could, from your books, with the most readiness give us this whole history?—A. Mr. John M. Mais.

Q. Do you take an active part in the business now?—A. We have an office in Philadelphia here in co-operation with our manufacturing business at Reading. I know very little about the mechanical branch of the business, and, so far as the office is concerned, I am away a good deal of the time. There was a kind of agreement or contract between Mr. McKay and ourselves, which explains the whole thing.

Q. There is a contract?—A. There is an agreement between us to divide the purchases that he might make at the auction sales.

Q. Have you any other relation to McKay than that?—A. Nothing. Mr. McKay was a perfect stranger to me before he came to Philadelphia. I did see him on several occasions at Washington, but not intimately.

Q. Have his transactions with you been square?—A. There is some little money due him. In fact, I kept it back from him.

Q. I mean on his part, has he dealt squarely with you?—A. I think he has.

Q. There is no disagreement or dispute between you?—A. O. no; nothing more than that. When things were going as they were, he wanted money, and, of course, I did not want to pay him any money. I could see how the thing was drifting.

Q. What dangers did you see?—A. I did not know, but, perhaps, these investigations coming on, there was a good deal of newspaper talk, and, we being brought in, I thought there was something wrong. I had the money, and I thought it would be safer not to pay it and then get into trouble afterward. That is the reason. So far as Seyfert & McManus are concerned, there is nothing irregular about it. I have repeated that on several occasions, and I repeat it again. That is, as far as I know. If there is anything that is not regular, I am ignorant of it.

Q. You took the material that he sent you?—A. Yes, sir.

Q. And advanced him money on it?—A. Yes, sir; we did not buy any iron.

Q. So far as you know, he got no iron that did not belong to him?—A. So far as I know, he did not.

Q. And you have reckoned into the account and given him credit for all the iron which came to you under that purchase?—A. So far as I know.

Q. And so far as he claims?—A. Yes, sir.

Q. As to whether or not he obtained iron improperly from the yard at the time of the removal, you know nothing?—A. Nothing at all. There is very little money, if anything, due him. We have not made up our account, and did not want to make it up until after this thing was settled.

By Mr. BURLEIGH:

Q. You have been in the business of manufacturing iron for some time?—A. Yes, sir; I suppose our firm has been in existence close to forty years.

Q. You were brought up in the business?—A. As I have said before, I know very little about the manufacturing or mechanical part of the business.

Q. When you buy iron you know about what you will get from it, do you not?—A. That is a part of the business that I have not given my attention to. Scrap-iron and pig-iron have each a price. We buy a good deal more iron than we use in our works; in fact, we make a good deal of iron.

Q. As a practical man, in buying such iron as you buy of the Navy Department, a good deal of it being, as you say, nice, heavy, clean iron and very good iron, what is the loss in remanufacturing?—A. It is the labor more particularly.

Q. There is some little percentage of loss in the weight, is there not?—A. O, yes; say 10 or 15 per cent., and perhaps more.

Q. Would not 10 per cent. be a large allowance?—A. I think not. I think it would be very small.

Q. You have a foundry connected with your business, have you not?—A. Yes, sir; we have a foundry and furnace.

Q. What is your loss in melting scrap and pig and putting it into castings?—A. I cannot say as to that exactly what the loss would be. There would be more loss in pig-iron than in wrought iron.

Q. Does the loss in putting it into castings exceed one-eighth?—A. Yes, sir; there is more loss on pig-iron.

Q. I understand that; but does that exceed an eighth?—A. I cannot say that. There is, of course, less waste on good iron than on rusty iron.

Q. How much would the percentage be in loss in manufacturing into new iron the good clean scrap and armor-plate, such as you buy in the Navy?—A. I cannot answer you, sir.

Q. I don't suppose that you can answer me within 1 per cent., but you can within 5 per cent.?—A. I don't know that I can tell that.

Q. Would not 10 per cent. be a large or good and even liberal allowance?—A. Perhaps you may be right.

Q. I ask you if you think it would not be a good, liberal allowance?—A. Then you put me on record, if I say that. I don't want you to force a thing from me contrary to what I think.

Q. I ask you as a manufacturer. You don't want to display ignorance in your own business. Do you say that you think 10 per cent. is a good, liberal allowance for good, clean, new scrap-iron, such iron as you buy of the Navy?—A. There is a great deal of very good iron, and there is a good deal that is very poor stuff. Some of that iron, I suppose, will lose 25 per cent. Then there is other iron that probably would not lose 10 per cent. That, I think, is about as near an answer as I could give you.

Q. What proportion of it will lose 25 per cent.?—A. I think the bulk of it is good, nice iron.

Q. That would not lose more than 10 per cent.?—A. Possibly not more than 10 per cent.

Q. I understand that in one of your contracts you gave the Government $1\frac{1}{2}$ for old iron, and received 8 cents for new.—A. That was a special, fine, fancy iron. In some cases, I think, there was some large, heavy plate. The sheets were large and heavy.

Q. How large was that contract?—A. There was not much of it; some four or five or six thousand dollars.

Q. I mean of the iron that you delivered at 8 cents a pound on iron that you bought at $1\frac{1}{2}$, taking it altogether.—A. I could not answer as to that.

Q. Can you give it within a few thousand pounds?—A. I could not, indeed.

Q. I have the impression that the contract for the 8-cent iron amounted to \$30,000. Am I wrong?—A. I hardly think it was as much as that. I have not looked over these accounts.

Q. As a manufacturer I will ask you, was not a transaction like that a pretty good one for the manufacturer?—A. It would be now, very good.

Q. You had your iron at $1\frac{1}{2}$. All the difference was your labor, material, coal, &c. That is a pretty good business, is it not?—A. Well, the profits don't show that way. The iron was mostly heavy plating, two to three inch.

Q. What would that iron be worth now?—A. I suppose it would bring about \$27 a ton.

Q. I mean such as you sold for 8 cents. What would that be worth to manufac-

ture?—A. We should not want to make it less than $6\frac{1}{2}$ or $6\frac{3}{4}$ cents, but we would want to buy the scrap-iron in the same proportion less. It is not delivered to us. We deliver that all to the yard, and take it from the yard. Some of that heavy iron costs us \$5 a ton to handle. We made it for the Government, expecting, of course, that they would give us some orders. Some of the iron we have lying up there now in our place, not delivered yet.

By Mr. JONES :

Q. Did you not get an extra price for that extra wide iron that you made?—A. Those were all extra prices for the wide iron.

Q. What was the price of that?—A. I don't remember. That was worth considerably more. It was worth almost double. We could not get that iron to-day for less than 12 cents a pound. I refer to some very heavy wide iron.

Q. The difference in that would give you $6\frac{1}{2}$ cents for manufacturing : so if you take a pound of iron from the Government at $1\frac{3}{4}$ and supply them with new iron at 8 cents, would you not get $6\frac{3}{4}$ cents for manufacturing?—A. O, yes.

Q. Was not that a good business?—A. Well, I don't know about that.

Q. You speak of merely doing this business to keep your hands employed?—A. That was the principal thing in going over to Washington. It was not this bar-iron that we were after.

Q. If three pounds of good clean iron is given to you for one pound of new, is not that a good business?—A. Admitting all that, suppose we did, we did not want to lose, money. We often take iron and roll it for other persons.

Q. Would you say that it was a good business to do it for any person?—A. Yes, sir. I think it would be, especially at this time, and it would give employment to the poor, too.

Q. You think it would be a good business, and you would be glad to get such business?—A. O, I think so, yes ; there can be no doubt about that. The Government was owing us some thirty or forty thousand dollars, and it was the money that we wanted ; we did not want the iron.

By the CHAIRMAN :

Q. Is the Government in debt to you now?—A. I think it owes us a little. We do not want any iron ; we did not want it then ; but we wanted something. Times were dull and we wanted our money.

Q. And for the indebtedness of the Government you were willing to take old iron?—A. We had to do so ; I will not say that we had to do it, but when we came all the choice iron was picked out ; that is, the quarter, half, three-quarters, and one and a half. Then they gave us exactly what they had here—all the heavy iron, 3-inch.

By Mr. BURLEIGH :

Q. Don't you take greenbacks freely from anybody in your business?—A. We have never declined to take them.

Q. You would be glad to get them?—A. I have not heard of anybody who was not satisfied to take them. But you cannot pay debts with iron.

Q. You do not mean to say that you do not believe the Government will pay you when it promises to pay you for your iron, do you?—A. Yes ; but this account had been standing for some time, and we wanted our money. I think Mr. Hanscom and Mr. Hartt will bear me out in that.

Q. Was there any trouble between you and the Government, and was that the reason that you did not get a settlement before?—A. No, sir, only we failed in getting contracts that we thought we ought to have. We thought we were entitled to some work from the Government. Our neighbors all around here were filled up with work, and some of them overflowing. I would be very glad to get a contract from the Government now. I wanted this money that the Government owed me to pay bills. They said they had old iron here in the navy-yard that they were tearing up ; we sent some to Reading, and it was very expensive to handle, owing to its weight.

By Mr. JONES :

Q. Providing I had a thousand tons of such iron as you received at the yard here at the time of removal, and I wanted you to make it over into suitable sizes for the construction department here, what would you charge me a ton to manufacture that ? That is such iron as I understand you have delivered them. You have not made them any heavy plating?—A. We have been giving them heavy plating for some of the gun-boats. I think we charged them 7 or $7\frac{1}{2}$ cents, or $6\frac{1}{2}$ and 7 cents.

Q. That was for the iron?—A. Yes, sir.

Q. But the question is, provided I had had two thousand tons of such iron as you received from the Government when it was owing you, and I wanted you to make it into different sizes such as would be used in the construction department of the navy-yard, what would you have taken that iron and manufactured it into new iron for me per ton, I paying you the money for manufacturing?—A. I don't know that. That is all hammered iron.

By Mr. BURLEIGH:

Q. What is the market price to-day of iron to build a bridge according to the present mode of building iron bridges? What will you contract to build a bridge for?—A. We do not build any of that character of article.

Q. You know about the value of it in the market. What is it worth?—A. I suppose somewhere about $2\frac{1}{4}$ to 3 cents, or along there. Although that is a kind of iron that we do not make.

By Mr. HARRIS:

Q. How much pig-iron would it take to turn out a ton of plate or cast iron?—A. I suppose somewhere about a ton and a quarter.

Q. How much good scrap wrought would it take to bring out a ton of good rolled iron, either in bar or plate?—A. I suppose about the same. Some is good and some is bad, but it is somewhere about that.

PHILADELPHIA, April 19, 1876.

JACOB G. NEAFIE sworn and examined.

By Mr. HARRIS:

Question. Are you a member of the firm of Neafie & Levy?—Answer. Yes, sir.

Q. Where is your place of business?—A. In this city, on the Delaware River.

Q. What is your business?—A. Marine-engine building.

Q. Have you had, at any time since 1871, contracts with the Navy Department?—A. We have.

Q. Do you remember the different contracts which you have had?—A. We furnished some boilers to go to California.

Q. When was that?—A. In 1875.

Q. What was the amount of that contract?—A. I really do not remember now.

(The witness was directed to furnish to the committee copies of all his contracts with the Government.)

Q. What other contracts have you had?—A. We have one which is not yet completed. It is the finishing of the steamer Quinnebaug, which was launched here.

Q. What are you doing with her?—A. We are taking the machinery and placing it in the hull and getting her ready for sea.

Q. You build the machinery?—A. It was built at Washington, but not completed. We took the contract then to complete it and put it in and fit her for sea.

Q. What was the amount of contract?—A. I do not remember on either contract. I will, however, furnish you the papers.

Q. Have you had any other contracts with the Government?—A. No, sir; I believe those are the only ones.

Q. You are not rebuilding any vessel for the Government?—A. No, sir.

Q. Through whom have you obtained these contracts?—A. We got them at Washington through Chief Engineer Wood.

Q. By competitive bids?—A. Yes, sir.

Q. Were they advertised for?—A. I cannot say positively about that, but I think they were.

Q. Were you the lowest bidder for both these contracts?—A. Yes, sir.

Q. Have you employed any person to assist you in these matters either in getting the contracts or obtaining your pay for them?—A. No, sir; we never did employ anybody in any way or shape in the way of giving them compensation.

Q. Have you not met Mr. E. G. Cattell in your transactions?—A. No, sir; I never did. I do not know the gentleman.

Q. And you have never paid him any commissions?—A. Not a cent, sir.

Q. Have you paid commissions to any other person in that connection?—A. No, sir.

Q. Have you made any presents of any money to anybody connected with the Navy Department?—A. Neither present nor anything of value of any description.

Q. Neither directly nor indirectly?—A. Neither directly nor indirectly to the best of my knowledge. I do not know that we have ever made a present of anything to anybody. We have never been very great favorites in the Department and have rather been on the outside.

Q. Have you made efforts to get contracts with the Government?—A. We have frequently, but those were the only two we were successful in getting.

Q. And those you got, you suppose, because you were the lowest bidder?—A. Yes, sir.

Q. Have you ever had any difficulty with the Department in relation to either of those bids?—A. No, sir.

Q. Neither in getting your pay or having your contract accepted?—A. No, sir. For the present contract we have on hand, we have received no money whatever.

Q. Have you asked for any?—A. No, sir. They gave us to understand that they were short of funds, and we told them that they could let it stand, and that we would not ask them for anything until the work was completed.

Q. How soon will you complete it?—A. We are comparatively doing nothing, waiting for the Department to give us further instructions about some of the fitting out of the vessel. The constructor's department is behindhand in giving instructions, and we have gone as far as we can go with the machinery until that other portion of it has been completed. In fact, we have not fully contracted yet for the construction department—the hull of the vessel.

Q. Is not the hull built?—A. Yes. We only took a portion of that. Our contract was to take the vessel as she stood on the docks and finish her, calk her, and get ready for launching, &c., and launch. That portion is done now. The outfit, such as the rigging and the joiner work and blacksmithing work, is yet to be completed.

Q. Are there any bills from the construction department unpaid?—A. Yes, sir; they are none of them paid.

Q. Then you have received nothing for anything that you have done?—A. No, sir; nothing on the work done on that contract.

Q. Have you placed the engines in position in the vessel?—A. Yes, sir; they are now ready for steam.

Q. About how much, probably, does the Government owe you on that vessel?—A. They owe us about \$60,000.

Q. Have you called on the department of construction and repair to furnish you with the necessary plans and specifications for your work?—A. Yes, sir.

Q. What reason has been given why they have not been furnished to you?—A. It went from one department to the other, and they seemed to be slow in acting in the matter.

Q. Do you consider it good business management to begin to work upon a vessel until your plans and specifications are all ready from beginning to end?—A. No, sir; I do not hardly think it is.

Q. Is it ordinarily the practice in the Navy Department, so far as you know, to begin a vessel until the plans for all the work are first completed?—A. I should not think it would be judicious.

Q. Is it in your practice and experience?—A. No, sir. Our plans are always ready when we begin, so that we may know where we are going to end. We have applied to them frequently to give us instructions, and work is comparatively at a stand-still there, at an expense to us. We are suffering by their delay.

Q. Do you consider yourself as having a right to make claim for delay?—A. No, sir; I do not think our contract will cover that.

Q. Is it probable that you will finish the vessel before the close of this fiscal year?—A. Yes, sir; I think we will. That is, if we can get the plans and specifications from the department.

Q. Do you expect that that matter is now being put forward?—A. We have written to them time and time again, and we understand the thing is in progress.

Q. How long would it take you, if you had your plans, to have your work finished?—A. It would take us three months.

Q. You would hardly finish it by the last day of June, would you?—A. Hardly; but I think it could be just about done if the plans are furnished at once.

Q. How long has it been since you have not been doing much on that work?—A. We have been doing scarcely anything for the last two months.

(The following papers were submitted by Mr. Neafie as a part of his testimony:)

“WASHINGTON, May 4, 1876.

“GENTLEMEN: Referring to your offer of the 28th ultimo to do certain work on the United States steamer Quinnebaug, at the navy-yard, Philadelphia, for the sum of \$35,000, the bureau does not consider the work therein specified as being sufficient in detail to warrant its approval, but submits for your acceptance the following revised proposition:

“That for the sum above named you will furnish all the labor usually performed by shipwrights, fasteners, outboard joiners, calkers, and laborers, necessary to complete the following portions of that vessel, viz, timbering of the lumber part. All the outside planking from the keel to the rail, including squaring, calking, searching and planking. All keelsons, engine and shaft bearings, breast-hooks, ceiling, clamps, hold and store-room floors. All bulk-heads two inches and over in thickness: valves to water-tight bulk-heads. Orlop and berth deck framing, including the fitting and fastening of the iron portion over boilers. Berth-deck water-ways, thick strake deck planking, hatch and scuttle-coamings, hatches and scuttles. Orlop and berth deck knees of all kinds. Stanchions in hold, including fittings, those of iron. Chain and shot lockers, magazine and shell-rooms, ready for plumbers. Engineer's and other openings through bottom and side and fitting castings to same. Gun-deck framing, water-ways. Knees of all kinds, thick strakes and deck-planking. Mast-partners, coamings,

and steps. Capstan-bitts, chain-pipe and other scuttles. All hatch-coamings of wood, and fitting those of iron. Topsail-sheet bitts and fitting, fastening and finishing the same. Fife-rails and stanchions for same; pin-rails. Fitting and securing mooring and other bitts of iron. Chain-pipes, compressors and stoppers. Manger-coaming and galley-platform; spirketing battery plank main rail. Poop-deck and forecastle deck clamps; framing hatch-coamings, plank-sheer, chocks, deck-planking. All stanchions under gun, poop, and forecastle decks; main rail, hammock-stanchions, and rails, entwater and head complete, channels, chain-plates, including templates for and fastening the same. Quarter-galleries; port shutters, including the fitting and hanging and attaching all fittings both to small and pivot ports; ash-ports cut and castings to be fitted; boat-davits and fittings, including crutches, strongback, &c., cat-head, fore-tack and main-brace bumpkins, hawser and mooring pipe-holes to be cut and casting fitted and fastened, sheet-chocks to make and fit, air-ports and scuppers and castings fitted; all bolts for guns and rigging and other purposes to fit and put in; iron and composition stanchions for hand-rails on poop and forecastle decks; false keel to work, fit, and fasten stern-bearing, shoe, stern-post, and stern-post palm to fit and fasten; rudder to hang, and tiller to ship; all templates of whatever nature, for iron-workers, to be made by you; all labor necessary to launch ship, and secure launching-material after she is afloat; all decks, store-room floors, and platforms to be squared, bunged, calked, and planed.

"All the above work is to be done in a workmanlike manner, and in accordance with the superintending naval constructor.

"Any portion not above specified which must be done in order to complete that which is specified, will be done by you.

"The labor necessary to handle and transport all material from store-houses and shops, to build stages, &c., is to be furnished by you, and it must be understood that you are to be responsible for the successful launching of the vessel, and the securing of the launching-material. In the performance of the work the facilities of the yard and the use of tools will be allowed you, with the understanding that you are to keep the tools in repair while using them.

"The amount (\$35,000) allowed for doing this work will be paid in four payments, (three of which shall be \$10,000 each, and the final payment to be for \$5,000,) on bills in triplicate, certified by the inspecting-officer that the work has sufficiently progressed to entitle you to the payment named.

"Please signify in writing your acceptance of this proposition and your readiness to begin the work.

"Respectfully,

"GEO. M. ROBESON,

"Secretary of the Navy, for Bureau."

"MESSRS. NEAFIE & LEVY,
"Philadelphia, Pa."

"PHILADELPHIA, May 10, 1875.

"DEAR SIR: Your esteemed favor of the 4th instant, detailing the work to be done on the United States steamer Quinnebang has been duly received by us, and the same is to our satisfaction. We shall proceed with the work with dispatch.

"Respectfully,

"NEAFIE & LEVY.

"Hon. GEO. M. ROBESON,
"Secretary of the Navy."

"WASHINGTON, April 5, 1876.

"GENTLEMEN: Replying to your letter of this date, offering to place the engines, boilers, &c., including all the machinery of the Quinnebang on board said vessel at the Philadelphia navy-yard, make all the necessary attachments, connections, &c., complete for sea-service, including steam trial, for the sum of \$30,000, is hereby accepted by direction of the honorable Secretary of the Navy. The bureau to furnish all the materials and the necessary facilities for hoisting or handling the heavy parts, and the use of smith's fires for dressing tools, &c., but will not furnish any other tools required in this work. The work to be proceeded with to completion as rapidly as practicable, and all done under the superintendence and to the satisfaction of the inspecting engineer-officer.

"Respectfully,

"WM. W. W. WOOD,
"Chief of Bureau."

"NEAFIE & LEVY,
"Penn Works, Philadelphia, Pa."

"WASHINGTON, February 11, 1875.

"GENTLEMEN: In reply to your letter of the 10th instant, submitting proposition to construct the boilers for the United States steamer Lackawanna and deliver the same in accordance with the specifications and drawings submitted to you with the bureau's letter of the 10th instant, I have to inform you that the bureau does not feel authorized to accept your offer at the price named, viz, thirty-five cents per pound for said boilers, but consider that $27\frac{1}{2}$ cents per pound a fair price for the work. If you accept this price ($27\frac{1}{2}$ cents per pound) for the boilers constructed and delivered as above, the bureau will give you the work. By direction of the honorable Secretary of the Navy.

"Respectfully,

"WM. W. W. WOOD,
"Chief of Bureau.

"NEAFIE & LEVY,

"Penn Works, Philadelphia."

"PHILADELPHIA, 2, 12, 1875.

"DEAR SIR: In reply to your letter of this date, we would say that we except your offer of $27\frac{1}{2}$ cents per pound for the building of the boilers of the United States steamer Lackawanna, the said boilers to be built or fit together, then taken apart, painted, marked, and numbered, and then to be delivered on the cars in the city of Philadelphia, subject to orders of United States Government.

"Very truly,

"NEAFIE & LEVY.

"W. W. W. WOOD,

"Chief of Bureau of Steam-Engines, Washington, D. C."

PHILADELPHIA, April 19, 1876.

JACOB M. DALLAS sworn and examined.

By the CHAIRMAN:

Question. Have you ever had any connection with the navy-yard in this city?—Answer. I have. I served my time there.

Q. What position did you hold there?—A. Shipwright.

Q. Were you there during the removal of property from the navy-yard?—A. I was.

Q. State whether you saw any impropriety or irregularity on the part of the officers of the Government during the time that that property was being removed; and, if so, what it was.—A. I cannot say anything in regard to the officers.

Q. How was it as to the men in the employ of the Government?—A. I cannot say that I know anything against them.

By Mr. HARRIS:

Q. You say that you did not see any impropriety on the part of the officers of the yard?—A. I cannot say that I did.

Q. State whether or not they took careful superintendence of everything that went on in the yard during that removal.—A. I do not exactly know whether the officers of the yard had charge of the removal or not, or whether the contractors had charge over the officers.

Q. Do you know whether the officers over the yard had charge of all the property?—A. I suppose they had.

Q. Do you not understand that while the contractors were under obligations to remove the Government property, yet that they were under obligations to remove such property as the Government officers showed them, and directed them to remove?—A. Yes, sir.

Q. Can you say whether or not they did take that care and supervision of it? Were they in condition to know what was being done?—A. I always thought so.

Q. Were you engaged in assisting to remove the property?—A. No, sir; I was the quartermaster of the shipwrights, under Mr. Hartt, having in my charge some twenty-five or thirty men in reconstructing the Constitution.

Q. You were not active in removing the property?—A. No, sir.

Q. What contractors do you refer to?—A. The names I heard down there were McKay, Rice, and Reynolds; I know them all.

Q. What was Mr. Rice's contract as you understood it?—A. As far as I understood it, it was for removing bricks in the buildings.

Q. In what manner was that done?—A. I have an idea that it was done in a rather destructive manner.

Q. Did it strike you that the object was to destroy rather than to remove?—A. No,

sir; it did not strike me in that way, but I think the removal was in rather a quick and destructive way.

Q. In what manner did they take the buildings down?—A. They tumbled the walls, timbers, and everything right down.

Q. Was there any such thing as taking off the bricks carefully to preserve them?—A. No, sir, there was not.

Q. The walls were thrown off broadside, and then torn to pieces?—A. Yes, sir; that is the way it was done.

Q. And the timbers falling, a great many of them got broken?—A. Yes, sir.

Q. Was it such a removal, in your judgment, as would secure the property in the best condition?—A. No, sir, it was not.

Q. Now, as to the removal of that portion of the matter which Mr. McKay seemed to have charge of in the construction department, what do you say as to that?—A. I cannot say anything in regard to Mr. McKay; I was engaged in the yard, having a good many men under me; I never saw much in the way of McKay's removal excepting to observe the teams passing backward and forward to the end of the wharf to his lighters.

Q. Did he tear down anything?—A. Not to my knowledge.

Q. Was he removing lumber, timber, and iron?—A. Yes, sir.

Q. Gun-carriages and ordnance?—A. I do not know whether he removed ordnance or not; I know that he removed from the construction department.

Q. In his removal did you notice any waste or destruction?—A. No, sir.

Q. What have you to say as to his manner of doing things?—A. I thought he did everything properly; I saw nothing at all out of the way with him.

Q. He made his men work, I take it?—A. He made them work night and day.

Q. Was he always on hand?—A. Yes, sir: I have seen him at 12, at 2, 3, and 4 o'clock in the morning; as I worked my men all night, I always saw him on hand in the yard.

Q. Did you know of his removing anything from the yard which did not go to League Island?—A. No, sir.

Q. Have you any intimate relations with him?—A. No, sir.

Q. What do you know about Reynolds, who removed the iron?—A. I cannot say anything about Reynolds, because that did not lay in my line.

Q. You saw him, however?—A. I saw him loading up iron and observed the wagons taking iron out, but it was not my department and I paid no attention to it. I was merely attending to my own business.

Q. Did you see him taking out upon teams or lighters any property which you considered ought to have gone to League Island?—A. No, sir.

Q. Did you not see tubes taken away?—A. No, sir.

Q. Or new iron—bar-iron?—A. No, sir.

Q. What did you see him remove?—A. I saw him take nothing out but old scrap-iron.

Q. You did not go to his lighters to look them over, did you?—A. No, sir; that was not my place; I had no business there. My place was aboard the Constitution.

Q. You felt that the removal of the buildings was a destructive thing?—A. I thought so at that time, and I think so yet.

Q. Do you think that two-thirds of the material which entered into those buildings was removed?—A. I cannot say that exactly; there might have been articles of different description removed at night and in day-time; there was so much confusion backward and forward that I paid no attention; I was very busy all the time keeping my men at work hunting timber, beams, ship's knees, &c., and keeping the men going. All I could say that I thought was destruction was the toppling of the walls down, and the throwing over of the buildings.

Q. You thought it was done in a reckless, careless manner?—A. I thought so and I think so still.

By Mr. HARRIS:

Q. Are you familiar with the pile of knees stated to have been bought by McKay?—A. Yes, sir; most of them had been in the yard since 1863-'64. I know them to have been an inferior article and good for nothing.

Q. Do you say that as a shipwright?—A. Yes, sir; they have been lying there rotting since the fore part of the war.

Q. Are they all of that description?—A. Yes, sir; they are good for nothing. I would not give tens cents a knee for all in the pile. I have seen them a hundred times, and have tossed off 10 or 15 trying to find a knee to use, and I never could find a decent one.

By Mr. JONES:

Q. Did you not know that some were put around the pile?—A. Yes, sir; but they were new knees that were put around the pile. I could not say that they were removed with the old pile.

Q. How many should you judge there were around the pile?—A. I should judge that there were about 250 or 300 knees; they were good knees, but those in the pile were inferior and good for nothing.

By Mr. HARRIS:

Q. You had culled them over yourself?—A. Yes, sir, many a time; they were sap-rotted and good for nothing.

By Mr. BURLEIGH:

Q. Did the sap go all way through them?—A. No, sir; it run in about $1\frac{1}{2}$ inches or 2 inches.

Q. Suppose a knee is ten inches thick and you take the sap part off, how would it be then?—A. Maybe you might fetch a ten-inch knee down to a six-inch knee.

Q. What is a six-inch knee worth?—A. A six-inch knee, five-foot body, \$6.

Q. What is a seven-inch knee worth?—A. \$9.80.

Q. Could not there have been a lot of such knees as those made out of this pile which was piled up there?—A. Yes, sir; there is no doubt but what there could.

By Mr. HARRIS:

Q. Then you are not quite prepared to say that they were entirely worthless?—A. I went over a great many of them for my purposes, and I could not find what I wanted, and always went to the new timber.

Q. That is, for your work, having plenty of material to select from, you would not pick any from these knees?—A. No, sir; because the manual labor would be more than it would be actually to take the larger knee and work it down.

By Mr. JONES:

Q. What was the size of the 250 knees placed around the pile?—A. They were of all sizes—7, 9, and 10 inches.

Q. Should you say they were worth from six to ten dollars apiece; I mean those which were piled up there?—A. No, sir.

Q. What is a 10-inch knee worth?—A. \$20; and an 11-inch knee is worth \$22.55; a 9-inch knee is worth \$17.10.

Q. Were there not some 9 and 10 inch knees around there?—A. Yes, sir.

Q. What proportion should you say that there were of that kind?—A. I should judge on an average that they were about 8 inches all through.

Q. What would such knees as those be worth?—A. \$13.60.

Q. You say you think there were about 250 of them put around this pile?—A. Yes, sir.

By Mr. HARRIS:

Q. Were there not a great many old knees there which had been used; that is, knees with holes bored in them?—A. Yes, sir. I have used a great many of them myself; they were taken out of the Nebraska, which they broke up there; I used a number of them on the dock. We built the dry-dock there. I used a great many of them. But there were not a great many of them in the pile or around it. I could not say that there were more than 10 or 12 of the old knees there.

Q. Have you seen the knees since they were removed?—A. No, sir; I was ordered right down to the island.

Q. What do you suppose that pile of knees, taking all in the pile and all around the pile, were worth?—A. I should judge that what were in the pile and around it were worth from \$2,500 to \$3,000.

Q. Do you know where they went?—A. No, sir.

Q. Do you know whether any of them went to the island?—A. I do not know that.

Q. Did you see any of them at the island after you went down there?—A. No, sir.

Q. Then you are satisfied that they did not go there?—A. I do not think they went there. There are a number of new knees down there, but not old ones; I saw plenty of new ones there, but they were taken from the yard.

Q. Were there other new knees in the old yard except those which were around that pile?—A. Yes, sir.

Q. And those you say had been carried to League Island and are there now?—A. Yes, sir; I had charge of a gang of men putting them on board the Burlington, and taking them down.

Q. Did you take charge of any new knees from around that pile?—A. Yes, sir.

Q. How many did you take from around that pile?—A. I do not recollect, exactly. I never kept any account of them; I took my men over one day to help them load up; they were in a hurry one day, and I helped them to take the knees down.

Q. Do you know whether the new knees which were around this pile were taken to League Island?—A. To the best of my knowledge and belief, I think they were.

Q. So that the new knees, which you have reckoned were of such value, you think

went to League Island, and were not sold in the pile?—A. I think it is a fact that they were not sold in the pile. I think they were sent to the island.

Q. And you remember of taking some from around that pile?—A. Yes, sir; I took a number from around the pile.

Q. In doing so did you select new knees?—A. It did not require any selection; the old knees were piled up in a large pile and the new knees were outside.

Q. You took away from around there the new knees?—A. A great many.

Q. When you had got down and the Burlington had got down to League Island, were there any of the new knees, which you call valuable, still lying around that pile?—A. To the best of my knowledge, I think there were some lying around.

Q. How many?—A. I could not tell you, but I remember one thing: when I was superintending the taking away the last sectional dock taken from the old yard to League Island, to my best knowledge and belief there were not enough new knees around that pile to draw my attention. It stood there as a monument, very nearly bare, by itself. I do not suppose that there were half a dozen knees around the pile. Mr. McKay removed the most of them, and also the yellow-pine timber.

Q. Do you mean us to understand that before McKay began to remove his purchase the knees lying around the pile had been taken away by the Government?—A. Yes, sir; only some few of them.

Q. Do you mean that the Government had taken a few, or only a few remained?—A. The Government only took a few.

Q. What became of the rest of them?—A. McKay removed them, but whether he took them to the yard or not I do not know.

Q. You said that when the Burlington went away there was not enough of these new knees left around there to attract your attention. Now, had McKay then begun to remove any knees?—A. I cannot answer that question.

Q. How many new knees do you think were left after you got through taking what you thought was proper to go down on the Burlington?—A. I should judge that there were about 150 or 200 new knees left there.

Q. You say when you moved the sectional dock the pile of old knees stood like a monument?—A. Yes, sir.

Q. And there were no great number of new knees around it?—A. Yes, sir.

Q. Do you know that McKay had at that time removed any knees?—A. No, sir.

Q. Is it your opinion that these new knees were removed to League Island or not?—A. That I cannot answer; I do not know.

By Mr. JONES:

Q. Were you at work at the yard at the time the sale of this pile of knees was made?—A. Yes, sir.

Q. There were good knees lying around them at the time the sale was made, were there not?—A. I almost forget that; I recollect that the day the knees were sold, in my opinion there were knees lying around the pile.

Q. How many should your say there were lying around the pile at the time the sale was made?—A. I should judge there were 150 or 200.

Q. Piled right up against this other pile?—A. No, sir; they were not piled right up against it.

Q. How close were they to the pile?—A. From 30 to 50, 60 or to 70 feet.

By Mr. HARRIS:

Q. Were they ever piled close around the pile?—A. No, sir; they were just standing up; they were scattered around the yard as the teamsters put them. They were thrown upon their back for the timber-inspector to see both sides and the arm.

Q. Did you ever see them in any different position?—A. No, sir; not for inspection.

Q. From the time of the auction or sale until the time that you carried what you did carry down to the island, did they change position at all?—A. No, sir.

By Mr. JONES:

Q. Did they haul any knees from any part of the yard and place them up around this pile after the sale?—A. No, sir; not to my knowledge: the knees that were new were merely laid around for inspection. Nothing was piled up against the pile of old knees at the time of the sale or after the sale that I know of.

JOHN BAIZLY sworn and examined.

PHILADELPHIA, April 14, 1876.

By the CHAIRMAN:

Question. In what business are you engaged?—Answer. In the shipsmith and machine goods, blacksmithing and machine work.

Q. How far is your place of business from the navy-yard?—A. It is about three-fourths of a mile.

Q. How far is it from Queen-street wharf?—A. Two and a half squares.

Q. Were you engaged at the navy-yard during the time that the property of the Government was being removed from there to League Island?—A. No, sir.

Q. You had no connection in any way with the removal of any property from there?—A. No, sir.

Q. Have you been in the service of the United States at the navy-yard?—A. No, sir.

Q. Do you know anything about the unlawful removal of any of the Government property?—A. I do not.

Q. Have you at any time purchased from any one?—A. Yes, sir.

Q. What was the character of your property and from whom did you purchase it?—

A. I purchased some iron from Mr. Mais, clerk of Seyfert, McManus & Co., in Chestnut street. Those are the parties to whom I gave my check.

Q. What kind of iron was that?—A. It was bar-iron of different sizes, some long pieces, some half bars, some whole bars.

Q. Was that of the character called Swedish bar-iron?—A. No, sir. There was no Swedish in it. The most of it I bought was iron that appeared to be fagoted from scraps; made good to hammer.

By Mr. JONES:

Q. Was it refined iron?—A. I bought it for such, but I got cheated like the mischief.

By the CHAIRMAN:

Q. How much did you purchase?—I suppose I purchased about twelve tons or more.

Q. Was it not much more than that?—A. Well, probably, it was. I recollect of giving one check of \$900, but I don't recollect what the others were.

Q. Was there as much as fifty tons?—A. No, sir.

Q. Thirty tons?—A. No, sir; there wasn't that much; there might have been twenty tons; I don't think there was over that.

Q. Where was the iron deposited at the time you bought it?—A. At the Queen-street warehouse.

Q. You removed it from there?—A. That is where it was removed from.

Q. Who had the custody of it at that place?—A. I didn't remove it; it was removed for me; I had nothing to do with the removal of it; my son saw it weighed and that was all.

Q. You don't know who was present at the time it was weighed, beside your son?—A. Mac is the only name I ever heard. A tall, large man, who was a kind of foreman for Mr. Mais.

Q. Did you purchase any other iron or material from Mr. Mais?—A. No, sir; the first iron I purchased was this. Mr. McKay owed me a bill of some \$300, for work that I had done for him for trucks. They stopped there to know if I didn't want to buy some iron. I felt a little dubious about getting my bill. It had been standing for some time. I assented, and he said he would pay me in iron. I went to get the iron and I was stopped. Mr. Mais came in while I was getting the iron and stopped me. He said I wasn't paying enough for it, and I couldn't have it. I told him I was ordered by Mr. McKay to get the iron, and he said I couldn't have it. I stopped until McKay's return, for some time afterwards, and then the order came to me that I might have the iron.

Q. It appears from that statement that you did go for the iron?—A. I did go at that time.

Q. When you were at the Queen-street warehouse, who was present having charge of the iron and material there then?—A. This man Mac.

Q. Was there any other person about there?—A. Several of the laboring men; perhaps Eddings was there for one.

Q. What I mean is, did you see any agent of the Government about there?—A. No, sir. I didn't know who the iron belonged to, and I didn't know where it came from. I didn't ask any questions of that kind. I supposed I was dealing with iron-men.

Q. Was this Seyfert, McManus & Co.'s business-house, or was it the warehouse belonging to the Pennsylvania Railroad Company?—A. It was the warehouse of the Pennsylvania Railroad Company. I understood that Mr. McManus had the iron stowed there.

Q. It was not a bonded warehouse of the United States Government, was it?—A. No, sir. That was the warehouse of the Pennsylvania Railroad Company, on the Queen-street wharf.

Q. Is that the only purchase you made?—A. Yes, sir.

Q. I understand you that Mr. McKay owed you a bill?—A. Yes, sir; and my bill was deducted from the amount of the iron.

Q. He proposed to settle it in this iron?—A. Yes, sir.

Q. Do you know anything about the unlawful removal of property from the navy-yard?—A. I do not.

Q. Do you know where any property belonging to the Government is stored?—A. No, sir.

Q. Do you know of any other party who purchased any iron or material of any kind from Mr. McKay or from Seyfert, McManus & Co., which was hauled from that warehouse?—A. Yes, sir; I know a rolling-mill that bought a lot.

Q. Who were the owners of that rolling-mill?—A. Wench.

Q. Do you know where they obtained scrap-iron, or from what quarter it was delivered to them?—A. I do not.

Q. You don't know whether they got it out of the Queen-street warehouse?—A. They got it at Queen street. That is, they got it in this way. I didn't see it taken. I heard there that Mr. Wench had bought this lot of iron.

By Mr. BURLEIGH:

Q. What did you pay a ton for the iron?—A. I paid two cents a pound.

Q. Did you expect to get refined iron—Swedish iron—for that price?—A. I do; a great deal of it. I get good refined iron now for \$51 a ton. I get right at the mill.

Q. From regular dealers?—A. Yes, sir; but this was not good refined iron.

Q. You took only such iron as you wanted in your purchase, and that was bar-iron?—A. Yes, sir; that was all.

Q. What did you pay a pound for it?—A. Two cents a pound.

Q. Did that come from the navy-yard?—A. I don't know.

Q. Did you understand that it did?—A. No, sir.

Q. Didn't you think that there was something wrong about it for you to buy it at less than market-prices?—A. I didn't; because I considered that I paid a fair market-price for it.

By Mr. BURLEIGH:

Q. You understood that McKay had an interest in it?—A. Yes, sir; I understood that McKay had an interest in it, but I didn't know him at all at that time. I never knew the man.

By Mr. JONES:

Q. Didn't I understand you to say that you and your son went to the warehouse and picked out such iron as you wanted?—A. I told him there was a pile of iron; that I would pick so much out of that pile.

Q. Didn't you think that was a low price, \$40 a ton, when they asked you \$50 for it at the mill?—A. No, sir; not in taking that quantity of iron. I buy irons often around in these junk-shops at a cent and a half and cent and a quarter.

Q. You can't buy 20 tons at a cent and a half and cent and a quarter?—A. Yes, sir; I have bought five or ten tons of large iron since that, from junkers right along the avenue. It has been shipped here from the south in vessels, five-inch and eight-inch round iron.

Q. Who is Mr. Mais?—A. I suppose, from what I understand, he is the clerk of McManus & Co.

Q. By what authority did he say to you that you could not have the iron when McKay told you to go and get it?—A. I don't know; he said I didn't pay enough for it: that it was not enough money for it, and I couldn't have it.

Q. What kind of iron did you get of McKay?—A. Bar-iron.

Q. Same as you did of the other?—A. Yes, sir.

Q. What price did you pay him?—A. Two cents a pound.

Q. How much did you buy of McKay at that time?—A. I didn't buy any of McKay direct.

Q. Did you take any more than enough to pay his bill, or was that bill taken out when you settled with Seyfert, McManus & Co.?—A. That was taken out then. They deducted that bill that McKay owed me.

Q. Do you say that you don't know and never have heard that that iron you bought of Seyfert or of McKay didn't come from the navy-yard? Or do you say that you had no knowledge that it came from there?—A. I say I do not know it came from the navy-yard.

Q. Are you not satisfied that it came from the navy-yard?—A. No, sir.

Q. Don't you know that it did?—A. No, sir; because I never saw it come from there.

Q. What is your opinion about where the iron came from that you bought of Seyfert, McManus & Co.?—A. My opinion is now that it did come from the navy-yard, but don't know where it was bought.

Q. Did you not know that Mr. McKay was a contractor at the navy-yard?—A. I heard he was a contractor, but I didn't know him.

Q. You built trucks for him?—A. Yes, sir; but I never saw him. I didn't contract for the trucks with him; my son did that. My son saw him.

Q. You wouldn't be likely to have a customer without knowing where he was and something about him?—A. There are thousands whom I know nothing about, whom my son knows. He does all my out-door business.

PHILADELPHIA, *April 14, 1876.*

JOSEPH M. WILLARD sworn and examined.

By the CHAIRMAN :

Question. Were you ever in the employ of Mr. Nathaniel McKay for the removal of property from the navy-yard?—Answer. No, sir.

Q. Were you in the employ of Mr. Reynolds?—A. No, sir.

Q. Were you in the employ of the Government?—A. Yes, sir.

Q. At what time?—A. Up to the 22d day of last month.

Q. You were then connected with the navy-yard?—A. Yes, sir; I was supposed to be, in the capacity of master block-maker.

Q. Were you on duty there during the time of the removal of property from the navy-yard?—A. I was.

Q. Have you any knowledge of any improper or unlawful removal or appropriation of property belonging to the United States?—A. I have not. Everything that was under my notice was correct. I had charge of the department I was in. Mr. McKay sent some men there and I told him I didn't want them all. He left me twenty men there and I got the things without any bother at all. Everything was removed to the best of my knowledge.

Q. You saw no impropriety or irregularities in the removal of the property from there?—A. No, sir. Nothing, with the exception that he sent eighty men there, and I thought there were too many to do that portion of the business. I told him he must take them away; that I did not want them there, because I was supposed to be the foreman of the block-makers, and I considered I was there for the interest of the Government and wanted the things carefully removed. He left me twenty men, as I said, and we had no trouble at all.

Q. Do you know of any one in the employment of the Government receiving presents from Mr. McKay?—A. I do not.

Q. Do you know of any one in the employ of the Government, officer, mechanic, or laborer, who has received a reward from Mr. McKay, Reynolds, or any other person?—A. No, sir, I do not. I don't know of anybody who has received a farthing. I was always attentive to my business and never allowed myself to be connected with anything except what was properly under my charge.

Q. Was any of the property under your charge removed at night-time?—A. Yes, sir. There was some removed one night.

Q. Was there any disorder or confusion that night in the removal of the property?—A. No, sir. I staid there until 8 o'clock that night myself. I then locked up the shop and they all left. I was to be there the next morning at 8 o'clock. That was on Sunday morning. I was there and there was no confusion at all. The only destruction I saw in our Department was a box that had some circular saws in it. That fell out of the door by a strap giving way, owing to its being too light. The box was not destroyed in fact, in that case.

Q. You have no information as to any improper or unlawful conduct during the removal of these stores?—A. No, sir, I have not.

PHILADELPHIA, *April 15, 1876.*

WILLIAM S. RAYBURN sworn and examined.

By the CHAIRMAN :

Question. Were you ever at any time connected with the navy-yard at this place?—Answer. No, sir.

Q. Were you in the service of any one of the contractors for the removal of property from the navy-yard?—A. No, sir.

Q. Have you any knowledge or information as to the unlawful removal of any property from there?—A. No, sir; all that I suppose that I have any knowledge of is having made a purchase of brass. Our firm made a purchase of brass that was said to have been sold at the navy-yard.

Q. From whom did you purchase it?—A. From Seyfert, McManus & Co.

Q. Did you purchase a large quantity?—A. I could not tell you the exact amount without referring to the books. It was about twenty-five or thirty thousand pounds.

Q. Was that old or new brass?—A. It was manufactured brass; that is, it had been manufactured into machinery. A large portion of it looked to me like old bolts that had come out of machinery. I understood that it came out of some of the vessels there; that was the rumor. My superintendent could give you a great deal more information about the matter than I could.

Q. Do you know whether that brass came directly from the navy-yard or from the Queen-street warehouse, or from the store-house of Seyfert, McManus & Co.?—A. I

think the first small lot that we got came from the old navy-yard, or close to there; and the balance, I understood from the foreman, came from the warehouse. The purchase, however, was made from Seyfert, McManus & Co.

Q. Was the purchase from Seyfert, McManus & Co., or were the bills simply paid to Seyfert, McManus & Co.?—A. My impression is that the bills were made out in favor of Seyfert, McManus & Co.

Q. Do you know with whom the trade was negotiated, whether with Reynolds and McKay, or with Seyfert, McManus & Co.?—A. I cannot speak positively as to that; the most that I know about it is through my superintendent. All I had to do with it was to sign a check for the amount of money that was paid, and the information that I have was received from him. I never saw Seyfert, McManus & Co., and did not know them.

Q. What is the name of your superintendent?—A. Frederick J. Martin.

By Mr. HARRIS:

Q. To whom did the money go?—A. To Seyfert, McManus & Co.

Q. Is not that the thirty thousand pounds for which McKay got paid?—A. It would be impossible for me to tell. We made the purchase as we do many others.

Q. Is yours a Philadelphia house?—A. Yes, sir; we are manufacturers and use a large amount of brass. My superintendent heard that there was a large amount of this metal for sale. We are in the habit of attending sales of that kind when we know anything about them.

Q. What price did you pay for this metal?—A. Either seventeen cents, or seventeen and a half cents per pound.

Q. Was any part of the copper or brass new or unused?—A. I do not think there was any of it but what had been made up into goods; that is, into bolts, and such articles of manufacture as would be used about shipping.

Q. Was any of it in sheet form, or in pig form?—A. No, sir; there was no copper. It was what brass-founders term first-quality brass. That is, it was red brass.

By Mr. BURLEIGH:

Q. Composition metal?—A. Yes, sir; it was a very fine article.

PHILADELPHIA, April 15, 1876.

ARTHUR NUGENT sworn and examined.

By Mr. HARRIS:

Question. What is your employment?—Answer. I keep a wholesale and retail liquor-store, and have private scales at 731 South Front street.

Q. Did you, during the removal of the navy-yard, weigh any material for anybody?—A. Yes, sir; I weighed only four loads.

Q. For whom did you weigh it?—A. There was considerable weighed for Seyfert & McManus. There was iron weighed for Gladden & McNulty, and also for a man named John Baizley.

Q. Do you know where this iron came from?—A. I do not know. I heard that some of it came from the navy-yard and some from the wharf; the man who weighed there kept his own account. I gave the parties the use of the scales, and told them they could give anything they pleased to my boy. He only got \$6.90 for all the iron weighed there. Seyfert, McManus & Co. ordered me out when I sent in my bill to them. The commodore's clerk, or whoever came there, kept an account of the weighing. He attended to all the iron that was weighed for Gladden & McNulty. He kept his own account, and said, when the iron was all weighed, that he would settle with the boy. There was a good deal of iron weighed there.

Q. Do you know of any iron which was weighed there having come from the navy-yard when the commodore's clerk was not around?—A. To the best of my knowledge, he was always there when there was any iron weighed which came from the navy-yard for McNulty & Gladden.

Q. Did it come direct in teams from the navy-yard?—A. I cannot tell that. These men came and said the navy-yard scales were moved away, and asked if they could weigh the iron. They weighed it. This commodore's clerk, or whoever he was, never returned to me what iron was weighed, and I did not know what was weighed there.

Q. Do you know who the commodore's clerk was?—A. I forget his name; I asked McNulty for his name this morning, and he told me to go and find out.

By Mr. JONES:

Q. Did your son keep the weights of this iron?—A. No, sir; he trusted to the other man. Seyfert & McManus's foreman kept the weight.

Q. Are you a sworn weigher?—A. No, sir; I have private scales for my own use.

Q. What do you charge a load for weighing?—A. Twenty-five cents a ton. Seyfert & McManus's bill is \$22.25. That is the amount that Mr. Baizly told me was weighed for Seyfert & McManus.

Q. Do you know where this iron came from that was weighed on your scales?—A. I heard that it came from the navy-yard. They made an engagement with me, first saying that their scales were removed from the navy-yard, and they thought mine was the handiest place to go to.

Q. Who was the foreman of Seyfert, McManus & Co.?—A. Mr. McClung.

Q. Do you say that you cannot find him?—A. I cannot.

Q. Is he in the city?—A. I have heard that he was at Cape May; I could never find him to sign the bill. One of their men, named Reynolds, ordered me out this morning.

Q. Did you charge a quarter of a dollar a ton or a load?—A. We charged about a quarter of a dollar a ton.

PHILADELPHIA, April 18, 1876.

PERCIVAL ROBERTS affirmed and examined.

By Mr. HARRIS :

Question. What is your business?—Answer. We are iron-manufacturers, and have the rolling-mills. Our firm is A. & P. Roberts & Co.

Q. How long have you been in the business?—A. Since 1852.

Q. Are you a practical manufacturer yourself?—A. I am. Of course I do not know that I could heat or roll iron, but I understand the practical manipulation of it.

Q. What position do you hold in the firm?—A. I am the head of the firm now.

Q. Do you purchase and sell?—A. Yes, sir.

Q. What class of iron do you make?—A. We run principally on railroad axles, hammered and rolled, bar-iron, bridge-iron, shafting, channels, angles, and T's; also, some beams.

Q. Ship-iron?—A. To a certain extent, but not very largely.

Q. Do you buy scrap?—A. Yes, sir.

Q. Do you work your iron from scrap mainly?—A. A large portion of our product is scrap-iron, but not so much as it used to be, since pig-iron has got so low. We are, however, buying some scrap-iron all the time.

Q. What are the prices for the different kinds of iron which you now produce; take, for instance, beam and bridge iron, and such ship-iron as you make?—A. Such ship-iron as we make now would run in the neighborhood of 3 cents a pound—say from 2.7 to 3 cents a pound. Bar-iron would run about 2.3. Understand, that in selling iron we have what we call our base-price, and the extras are graduated from that. The base-price is 2.3 for all, and then we grade up from that.

By Mr. BURLEIGH :

Q. What was your base-price two years ago?—A. I could not say without referring to the books, from the fact that there has been such a heavy reduction within the last two or three years.

Q. Do you remember what it was a year ago?—A. I think our base-price a year ago was about $3\frac{1}{2}$ or 3.2. We have fallen nearly a cent a pound in the last year.

By Mr. HARRIS :

Q. What is the relative value of scrap and new iron?—A. Taking the ordinary bar-iron as made for the market, I suppose the difference would hardly be double. Say scrap-iron is selling to-day at \$28 a ton and bar-iron selling at 2.3 cents per pound, which would be about \$50; that would make it not quite double. That is for ordinary sizes of bar-iron—what is known as ordinary merchant's iron in the market.

Q. Suppose you were offered good scrap-iron, such as the Government has, to be converted into new dimension ship-iron by you, what would you say of an offer of three pounds of scrap to one of new? Would that be a favorable offer to you?—A. I should consider it liberal on the part of the Government.

Q. Would you not consider that a favorable contract to yourself?—A. Yes, sir; I am not very familiar with what they are ordering for ship-iron, however.

Q. That contemplates iron to dimensions, of course—beams, ribs, &c.?—A. Observe that you run now into deck-beams and angles, and T iron, and plating.

Q. Yes, you have got to furnish such iron as the Government requires for new ships.—A. Yes; it would be a very liberal offer as far as our mill is concerned, as far as making angles and bars, and the different T-bars that might be necessary. For plate-iron we are not so well posted. We know what we have to pay for such plate-iron as we purchase. We do not make it, but purchase it sometimes for bridge purposes, but I suppose for ship-building the plates are rather heavier and of a more expensive class.

Q. That is, for such iron as you can furnish, it would be liberal?—A. It would be a very liberal offer. Yes, sir.

Q. But suppose that you have got to furnish dimension-iron and plate-iron an inch thick or more?—A. That would run the average up.

Q. Do you know how much?—A. No, sir; I hardly know what they are getting for that iron now, from the plate-mills. I have had no experience in that at all. Such plate as we buy, we buy for about 2.6 to 2.7.

Q. How thick?—A. It runs half an inch thick.

Q. Is plate-iron, such as the Government uses for armor, more difficult to roll than that?—A. It is rather heavier, and they are larger plates than we use. They charge rather more for them. I think, as far as evidence on that point is concerned, it would be much better to have it from some plate-manufacturer than from us, as we do not produce and manufacture plates; and not having occasion to buy that class often I am not so well posted as to the price. I can only give you as far as our own concern goes. Ours is not a plate-mill at all.

Q. Still, your general impression is that it would be a liberal offer?—A. A very liberal offer.

By Mr. BURLEIGH:

Q. Do you not know that all of the plate-mills now have been or are interested in making plate-iron for the Government?—A. No, sir.

Q. Suppose you were offered old iron at $1\frac{1}{2}$ cents a pound, some of it being, of course, large and heavy iron, and were promised for ship-iron, made to dimensions, including all the different kinds, forms, and shapes, 8 cents a pound, what would you say to such a contract as that?—A. I would be glad to have it.

Q. How much profit would there be in it?—A. That would depend a little on the specification that the Government puts out. I should calculate to make \$30 or \$40 a ton on it. We have never manufactured any iron that has cost anything like that price since we have been in the business, not even the best bolt-iron, which is required to stand 70,000 pounds to the square inch.

Q. Say this iron should stand 60,000 pounds to the square inch, and it was bolt and bar iron from $\frac{1}{2}$ inch to an inch and 2 or 3 inches wide, such as is used in building ships, and iron for strapping masts, &c.?—A. We would be very glad to furnish such iron as that now for about $2\frac{1}{2}$ cents a pound. We make a difference in guaranteed iron that stands 60,000 pounds to the square inch.

Q. What would you have charged any time within the last year for such iron as that furnished to the construction department for building ships?—A. It would not have exceeded about 3.2 or somewhere along there.

Q. What do you say you would have given for armor-plating a year ago?—A. We bought armor-plating in December last for which we gave \$32 a ton.

Q. Did you furnish iron after that?—A. No, sir.

Q. Who did you buy that from?—A. From Seyfert, McManus & Co. We also bought some for \$35 a ton, in August last.

Q. Did you furnish Seyfert, McManus & Co. any iron for the construction department, to go to League Island or to the navy-yard at Philadelphia?—A. I think we did.

Q. Do you recollect what you charged them per ton?—A. I do not; my books will tell. We bought bar-iron in February last at \$35.20 per ton.

Q. What kind of iron was that?—A. The bars ran 5, $5\frac{1}{2}$, 6, and 7 inches wide. Those are the three purchases that we made of Seyfert, McManus & Co.

Q. Have you any more iron to deliver to Seyfert, McManus & Co.?—A. No, sir.

Q. Nor any more that you are to take from them?—A. No, sir; the last iron we sold them, I think, must have been four or five months back.

Q. What is the value of heavy Navy iron-plating as compared to new iron, both to be reworked; that is, in other words, what is the difference in price to work up from that scrap and pig?—A. In our business we would make a difference of about two to one, two tons of scrap-iron for a ton of ordinary bar-iron.

Q. You say that you paid \$32?—A. Yes; plate-iron is worth more than scrap-iron. For instance, where we are paying \$32 for the plate-iron we would not be willing to pay more than \$27 or \$28 for the ordinary scrap.

Q. I am speaking of new pig-iron, such as you would use.—A. We use pig where we do not use scrap.

Q. What is the difference between this new plate-iron of the Navy and new pig? What is the relative value of the two?—A. They fluctuate very much.

Q. What is the relative value without regard to fluctuation? Can you not make as much new iron out of a ton of this armor-plating as you can out of a ton of pig?—A. You can make more, because there is less waste in handling.

Q. You do not understand my question. What is the value of Navy iron-plating in comparison with new iron, both to be reworked; and when I say new iron I mean pig-iron?—A. One is worth about 50 per cent. more than the other. That is, the Navy plate-armor is worth 50 per cent. more than the pig-iron.

Q. If the plate is broken up to rework does it decrease the value of it?—A. No, sir. It generally comes in the market in the shape of plates as they are taken off the vessels. Then some plates are exceedingly heavy and very difficult indeed to get into shape so that they can be handled, and that adds to the expense of handling the iron, and of course it does not bring as much in the market; but when you get plates that run about $\frac{1}{2}$ or $\frac{3}{4}$ of an inch thick they are very readily hauled and cut up, and they are worth more. There is plate as high as 4 and 5 inches thick. They are very difficult indeed to get into shape in which they can be again handled.

Q. Take all the iron that would come off from a monitor by breaking her up, would that be worth more than pig-iron?—A. Yes, sir.

Q. Worth more than the best kind of pig?—A. Yes, sir.

Q. You say you bought some heavy bars of Seyfert, McManus & Co.; was it scrap-iron?—A. No, sir; this bar-iron had never been used.

Q. But it was made five or six inches wide and an inch and a half thick?—A. About $\frac{3}{4}$ to an inch thick. This was absolutely new iron that we bought. It had never been worked at all. Of course it was rusty from lying exposed to the weather.

Q. Did the rust hurt it?—A. No, sir; it was not intended for plating. It was intended for ship-construction.

Q. Did you rework that iron?—A. Yes; and we have some of it on hand yet. I have mentioned that we gave \$35 a ton. You can see that we gave more for that than for ordinary scrap from the shape it is in. It is of some advantage to us, and can be worked at less expense owing to the shape it is in. It is worth more than the heavier iron to us, and more easily handled.

Q. What would be the difference between that and iron 6 inches square?—A. That is not a very bad shaped iron. That is worth about as much.

Q. What is this armor-plating?—A. It is wide plates, 5 or 6 feet wide, and 8 or 10 feet long, and 5 or 6 inches thick.

Q. That is outside armor?—A. I presume so. I do not know what part of the vessel it came from. I have only seen the mills cutting it up. Some time ago I saw them at Harrisburgh. They cut it by cold chisels; putting up a heavy drop to drop on it.

Q. Then the frame of the vessel would be worth as much as your scraps you bought, provided they are not over 6 inches square?—A. Yes, sir; that would bring about the same price that we paid.

By the CHAIRMAN:

Q. Do you remember what you paid Seyfert, McManus & Co. for this bar-iron which you purchased?—A. We paid them \$35.30 per gross ton delivered in Philadelphia.

Q. Taking the quality of iron that was delivered to you by Seyfert, McManus & Co., state to the committee how much bar-iron you would have delivered or at what rate or price you would have delivered bar-iron, new, in exchange for that.—A. For that iron at that time we would have given them new bar-iron back again at 2.4, which would be about \$54 a ton. When I speak of bar-iron I mean the ordinary run of merchant's iron. Ordinary bar-iron runs from inch plates up to 6 inches wide, and from $\frac{3}{4}$ thick up to an inch thick; and rounds, from an inch up to 2 inches. And it is the same way with squares.

Q. Now follow it through the grades up?—A. We have a regular list of extras that we charge when we get above those sizes. On round, 3 inches up to $3\frac{1}{2}$ we would charge $\frac{1}{10}$ extra; $3\frac{1}{2}$ to 4 inch, $\frac{1}{10}$ extra; $4\frac{1}{2}$ to $4\frac{1}{2}$ each, $\frac{1}{10}$ extra; $4\frac{1}{2}$ to 5 inch, $\frac{1}{10}$ extra; $5\frac{1}{2}$ to $5\frac{1}{2}$ inch, $\frac{1}{10}$ extra; $5\frac{1}{2}$ to 6 inch, $\frac{1}{10}$ extra. This is all round iron, $6\frac{1}{4}$ to $6\frac{1}{2}$ inch, $2\frac{1}{10}$ extra; $6\frac{1}{2}$ to 7 inches, $2\frac{1}{10}$ extra. The squares vary a little, but not a great deal from that, and then when you get into flats 4 inches wide by $2\frac{1}{2}$ to $3\frac{1}{2}$ thick it is $\frac{3}{10}$ extra; 5 inches wide by $2\frac{1}{2}$ and $3\frac{1}{2}$ inches thick, $\frac{1}{10}$ extra; $2\frac{1}{2}$ to 6 inches wide by $\frac{1}{2}$ to $\frac{5}{8}$ thick, $\frac{2}{10}$ extra; $4\frac{1}{2}$, 5, $5\frac{1}{2}$, 6 inches wide by $1\frac{1}{8}$ to 2 inches thick, $\frac{1}{10}$ extra; 7 by $\frac{1}{2}$ to inch thick, $\frac{1}{10}$ extra; 7 by $1\frac{1}{8}$, 3 inches thick, $\frac{1}{10}$ extra; 8 by $\frac{1}{2}$ to an inch thick, $\frac{1}{10}$ extra; 8 by $1\frac{1}{8}$ to 3 inches thick, $\frac{8}{10}$ extra; 10 by $\frac{1}{2}$ to inch, one cent extra; 10 by $1\frac{1}{8}$ to $1\frac{1}{2}$ thick, $1\frac{1}{10}$ extra; 12 by $\frac{1}{2}$ to inch thick, $1\frac{1}{10}$ extra.

Q. I read to you what purports to be a proposition made by C. E. Peunock, under date of Coatesville, Pa., August 30, 1873, to Isaiah Hanscom, Chief of the Bureau of Construction, which is in these words: "We will furnish you all the plate, beams, angles, rivets, or any other iron required for building a sloop-of-war in the Boston navy-yard, at 8 cents per pound, to be of the best quality of their kind, and to be inspected at our works, previous to shipping the same, by an officer of your Department, appointed by yourself; we to receive in payment therefor old plates and beams now in Philadelphia and Portsmouth navy-yards, at $1\frac{1}{2}$ cents per pound. All of the old iron over $1\frac{1}{2}$ inches thick to be cut in pieces or blocks not to measure over 4 feet in length previous to being delivered to us on the wharves of the different yards named." What is your opinion as to whether that is a good contract for the contractor or a good one for the Government?—A. I should think that it was a very good one for the contractor.

Q. If a similar contract had been made with a party in Philadelphia, who was to

receive his iron at the Philadelphia navy-yard, and to deliver according to this contract at the same yard, would it not be a still better contract for that contractor?—A. It should be, decidedly, he having the advantage of the freight.

By Mr. HARRIS:

Q. How good do you think it would be?—A. I would have to figure up a little on that, not knowing exactly how the Government specifications run; but I do not think that they can put a specification in hardly but what would be good for the contractor.

By Mr. BURLEIGH:

Q. If it was all the highest-priced iron it would pay, would it not?—A. Yes, sir; and they certainly would want some ordinary bars.

By Mr. HARRIS:

Q. How much a ton?—A. I said \$30 or \$40 a ton, moderately; and I might say a little more than that.

By Mr. JONES:

Q. You consider the plates a great deal cheaper than you do the angles and beams, do you?—A. Plating would be under beams. Within the last two or three months there has been a combination on beams, but I do not know what the price was in 1873, when that contract was made. I will have to refer back. Lately the beams have been running at 6 cents a pound less 15 per cent., but within the last three months the combination on beams has broken up, and now you can buy them below 3 cents. We bought some the other day at less than 3 cents a pound. We do not make beams.

Q. Could you have made the beams at that time?—A. We could have made them. We have a mill that is capable of making them.

Q. What would you have made them for at that time?—A. We should have shaded a very little under the combination, not being in it.

Q. What would you have made them for outside of any combination?—A. I cannot tell exact what beams were running for at that time.

Q. You know what the cost would have been at that time from the price of iron?—A. I know they would have cost nothing like what they were getting.

Q. Can you tell the committee what they would have cost in August, 1873, at a fair market-price?—A. That was a little before the panic. They could not have been bought outside of the combination.

Q. But I mean their cost outside of the combination?—A. They could not have been bought outside the combination.

Q. You could have made them outside the combination?—A. No, sir, we could not; our mill was not quite finished at that time. We were just about completing it. We started it shortly after the panic.

By Mr. BURLEIGH:

Q. But you can tell from your later experience?—A. Beams are being furnished now below three cents a pound.

Q. Did the combination have contracts with the Government at that time?—A. I do not know that fact. It was a very strong combination at that time.

Q. Who else did they make beams for besides the Government?—A. Builders in every direction and railroad parties. A great many are used in railroad construction, in bridges, &c. As I understand it, I do not think the Government uses largely of beams in naval construction. They use what they call the deck-beams. The waste in reworking the heavy plating would not be more than 6 to 7 per cent.

Q. That is the Government iron?—A. When you come to the scrap-iron, it would probably run up to 7 or 8 per cent.

By the CHAIRMAN:

Q. If the proposition was submitted to you to exchange such plate-iron as comes off vessels of the Government now being destroyed or which have been destroyed, say 10,000 tons, and you were required to name what quantity in return for that you would give in new iron to be used in the construction of vessels, what amount would you be willing to give in return?—A. I should have to know your specifications to determine in regard to that. The sizes of the plate and the character of the angle-iron, Ts, heavy plates, &c.

Q. Take it in general terms, as you have seen from the propositions which have come before you.—A. The specifications which have generally come before us for naval construction have been in the shape of narrower plates, 6, 7, 8, or 10 inches wide, and rounds running from an inch up to 6 or 7 inches in diameter.

Q. Taking that as your standard, how much would you say?—A. Then, there again we would want to know the proportion of all the various sizes that would be specified, unless we took a large margin to cover that contingency. You will see by the list of extras we run up on some of them to 2 cents a pound, which is \$44 a ton.

By Mr. BURLEIGH:

Q. You know something about constraining vessels and have been aboard them?—A. We have not been much aboard Government vessels; but we have seen some Roach and Harlan, Hollingsworth vessels. We have furnished Mr. Roach rib and angle iron, but we have never done anything in the heavy plating line at all.

Q. Not being able, then, to give a specific answer to so general a question, I will resolve it into another shape; that is to say, taking as large or a larger quantity than I have named, would you be willing to do it at a less rate than three tons of scrap-iron, such as would be furnished by the Government for one ton of new iron?—A. I think there would be very little risk for the manufacturer in such a contract as that.

Q. Do you not think there would be a very considerable margin of profit?—A. Yes, I think so.

Q. Would you not be willing to state the amount of new iron that you would furnish, as you know the requirements?—A. I do not know how these specifications run—the thickness of these plates, &c. We have done nothing toward furnishing Government iron, although we should have liked very much to have done so.

Q. In a trade like that, receiving three tons of scrap for one of new, would it be most to the advantage of the Government to have iron low in price or high in price?—A. That depends whether the party furnishing the iron was a manufacturer or only a dealer.

Q. Does not the price of scrap keep along with the price of new iron?—A. Sometimes it does; but new iron might jump on him before the scrap-iron market went up. One generally follows the other. Sometimes scrap-iron runs up faster than the finest market does. It is an iron that fluctuates almost more than any other kind that we have.

Q. But as the market generally runs?—A. It would be better for the contractor to have a high price.

Q. Then, if it was a good contract the way prices are to-day, with iron worth 50 per cent. more than it is to-day, it would be a much better contract for the contractor, would it not?—A. Yes, sir.

Q. You think to-day that three for one would be a good contract and afford a good margin?—A. Yes, sir.

PHILADELPHIA, April 8, 1876.

EDWARD T. TOWNSEND sworn and examined.

By Mr. HARRIS:

Question. Have you had experience in the manufacture of iron?—Answer. I am president of the Cambria Iron Company, of Johnstown.

Q. What is the manufacture of that firm?—A. Railway-track iron, exclusively.

Q. Do you manufacture from scrap?—A. No, sir.

Q. What do you manufacture from?—A. Iron pig-metal and old rails. We do not use what is known in the trade as scrap, but use old rails which have been taken out of the track.

Q. Have you personal experience yourself as a manufacturer?—A. No, sir; my special duties are at the Philadelphia office, and they are financial. Our works are at Johnstown, some three hundred miles from here.

Q. Do you purchase material?—A. Yes, sir.

Q. And sell the manufactured article?—A. Yes, sir.

Q. You know, then, fully, and have known for many years the price of your raw material and the price of your manufactured article?—A. Yes, sir; we manufactured nearly all our crude material, buying little or none. We manufacture from the ore. We take the ore from the mountain, and manufacture into pig-metal, and from that into rails. We do little or nothing in purchasing.

Q. Have you any experience in working scrap?—A. No, sir; that is done by merchant mills.

Q. Do you sell your rails to any one particular railroad, or to all the railroads?—A. To all of them.

Q. Do you buy old rails from all the railroads?—A. We take them in exchange, but do not buy them.

Q. Where you take old rails in exchange for new, at what rate is that done?—A. We return a ton of new rails for one ton of old, and the price is generally about \$25. Under the present depressed condition of business it is \$17.50.

Q. I do not understand that exactly. You manufacture old into new, at \$17.50 a ton?—A. Yes, sir. We return a ton of new rails for each ton of old rails, and charge \$17.50 a ton for doing that work and supplying the loss. That is, however, an extremely low price.

Q. Do you cut up the old rails?—A. We cut them into proper lengths for a pile, and then use them in the manufacturing of new rails.

By Mr. BURLEIGH:

Q. Into how long lengths do you cut it?—A. I think the pile is about 4 to 5 feet.

By Mr. HARRIS:

Q. Do you put into one pile more than enough to make a single rail?—A. We cut it into pieces 4 or 5 feet in length, pile them into a pile, and heat it, and roll it down into a flat bar.

Q. You then pile those flat bars into a pile?—A. Yes, sir.

Q. Putting some different iron for the bottom?—A. Yes, sir; new iron on top and bottom, the iron on top being hard and granular, and that on the bottom being soft and tough. That is rolled into new rails.

Q. So that a pile may make a good many rails?—A. Yes; one pile would make one rail thirty feet long. That is the length of a railway-bar when it is finished. That is, a pile makes one rail.

Q. Now, you get \$17.50 per gross ton for reworking the rail and supplying the waste?—A. Yes, sir.

Q. What, in your judgment, is that price less than the price two years ago?—A. Two years ago we got about \$25, if my memory serves me correctly.

Q. What is the price of new rails to-day?—A. \$42 would be my quotation.

Q. What was it two years ago?—A. Just before the panic we sold iron rails at \$80; \$82.50 was the last sale we made before the panic. Steel rails we sold at \$130.

Q. Have you any knowledge of the cost of working large iron for ship use?—A. I have not. We have nothing at all to do in that line.

Q. Could you form an opinion as to what would be a fair rate of exchange between scrap-iron, such as the Navy furnishes, and new iron, such as is necessary to use in building monitors?—A. I scarcely suppose I can form a better opinion than you would here. It is entirely foreign to my business.

Q. Would you say that three pounds of scrap-iron in exchange for one pound of new iron would be a fair contract by the Government?—A. I should think that it was a fair business. I should not think there was anything exorbitant in that. I do not know the cost of cutting the plates and the number of times they have to be reworked, nor the quality of the iron, nor how much loss there would be in working it.

Q. Say a pound of old iron at $1\frac{3}{4}$ cents per pound taken out of the Government yard, and new iron delivered at the Government yard at 8 cents a pound?—A. There is no analogy between the two proposals.

Q. One was a proposition where the Government delivered old iron and took back new at the rate of three pounds of old for one of new. Do you think that is a fair business?—A. Yes. I should think it would be a fair proposition.

Q. Now, as to the other proposition, where the Government delivers a pound of old iron and charges for it $1\frac{3}{4}$ cents, and agrees to buy new iron manufactured from it giving 8 cents per pound?—A. I think that would be very profitable to the contractor.

Q. Would you say that would be exorbitant?—A. I should think that 8 cents was an exorbitant price. I think within two and a half years new bar-iron has not been worth anything like that amount of money.

Q. You are aware that the iron required for ship purposes is very large, some of it, say beams and ribs. Does that make any difference in the cost of manufacture?—A. Yes, sir; decidedly.

Q. Suppose it were bar-iron six inches square.—A. I should think it would be much more expensive to roll. You have got me into a business that I know nothing about. We make nothing in the world but rails, and I know very little about anything in the iron business excepting railway-bars. Working large pieces they have to be cut to exact lengths, but the details of the work are very different from ours. We turn out a product of 2,000 tons per week of finished rails. I do not suppose that works of the same capacity as ours in the manufacture of bridge and building material, and ship-iron, and things of that kind, would turn out 200 tons a week—not more than one tenth.

By Mr. BURLEIGH:

Q. Do you know what bridge-iron is worth to-day?—A. I do not, but rails are a business that go right straight along all the time.

Q. Bridge-iron is not worth any more than rails, is it?—A. I should suppose it was. Rails are worth a little less than two cents a pound.

Q. Do you say that to-day the exchange of one pound of new iron for three pounds of old would be a profitable business, at the low market-rates of iron?—A. Yes, sir; I think it would be a profitable business.

Q. With old iron at $1\frac{1}{2}$ cents a pound, would there be any more profit in receiving three pounds of old for one of new?—A. That would be $4\frac{1}{2}$ cents for the new iron. Now, when you get old iron to the price of $1\frac{1}{2}$, everything else would be in proportion—

wages, labor, and everything—so that the price of new iron would be dependent to some extent on the price of the old. You cannot let one stand still and the other advance or decline.

Q. But as it does not take three pounds of old iron to make one of new, the amount of iron which you have on hand is worth a cent and a half where to-day it is worth only one cent?—A. Yes, sir.

Q. Consequently, what would be the result to the manufacturer? Would it be to his advantage to make a trade of that kind when iron was high rather than when it was low?—A. I think relatively it would be the same, because the value of the new iron would depend on the cost of the raw material.

By Mr. HARRIS:

Q. I understood you to say that the exchange of three pounds of old iron for one pound of new, would be a fair business, having no reference to the cost of iron?—A. I think it would be a fair business to the manufacturer.

Q. Irrespective of the price of old or new iron?—A. Yes, sir.

By the CHAIRMAN:

Q. I understood you to say that in a trade where the Government sold to a contractor old iron at $1\frac{3}{4}$ cents, agreeing to take it back reworked at 8 cents a pound, that was a first-rate contract for the contractor?—A. I should think so.

Q. And in regard to the other—exchanging three tons of old for one of new, you say that is a very fair contract for the contractor?—A. Yes; I could not say that there was anything exorbitant in that. It depends altogether on how much it costs him to manufacture that scrap, and that I know nothing about; but my impression is that it costs more to work it into ship material than into railroad iron.

PHILADELPHIA, April 18, 1876.

THEODORE CRAMP sworn and examined.

By Mr. HARRIS:

Question. What is your duty in the firm of Cramp & Son?—Answer. I occupy the position of secretary and treasurer of the establishment.

Q. Do you have charge of the books of the concern?—A. Yes, I have the superintendence of the books of the firm.

Q. Has your firm rebuilt several vessels for the Government, and are they now engaged in rebuilding the Terror?—A. Yes, sir.

Q. I understand that you are rebuilding the Terror under contract?—A. Yes, sir.

Q. What is the amount paid by the Government for rebuilding her, irrespective of the iron question?—A. We have two contracts on the Terror. One is a contract for putting in frames, amounting to \$135,000.

Q. What does that include?—A. We call it the putting in frames. That includes a vast amount of detail work which the contract specifies. A copy of the proposition is as follows:

“NAVY DEPARTMENT,
“BUREAU OF CONSTRUCTION AND REPAIR,
“Washington, October 2, 1874.

“GENTLEMEN: By direction of the Department, the proposition is hereby made to you to put in frame an iron-clad monitor, in accordance with the drawings and specifications to be furnished, that is to say: erect the frame, garboard-strakes, keelsons, floors, deck-beams, making the structure complete in readiness to receive the external plating, also in readiness for the internal fittings, deck-plating, side-armor, &c., for the sum of \$135,000.

“This proposition is made with the understanding that the work to be performed by you embraces stem and stern-post, the intercostal plates with all necessary passages for water-conduits and ventilation, all ledges and carlings for hatches, deck-pipes, turrets for turret-beds and shaft, all work for the propeller-shaft connected with the frame of the vessel, and all other work except the internal and external plating.

“To paint with metallic paint or red lead all work requiring the same, composing the frame of the vessel, or the repairing of the Terror, double-turreted monitor. The iron that you will furnish for this work will be of the best quality charcoal-iron, and have a tensile strength of 60,000 pounds per square inch, for which the Government will pay, by delivering to you, three pounds of old or scrap iron for each pound of new iron used. And by this proposition it is to be understood that in making any further contract or agreement for the completion of the repairs of the Terror, no disadvantage to the Government shall occur by having the vessel on the stocks in your yard, but if it shall appear that a higher price is demanded for completing the

work still to be done than in the opinion of the Department should be paid therefor, the Government shall have the right to bargain with any other party to go into the yard and do the remainder of the work required to complete the repairs of the said monitor. Please signify in writing your acceptance of this proposition.

"Respectfully, your obedient servant,

"I. HANSCOM,
"Chief of Bureau.

"The W. CRAMP & SONS SHIP AND ENGINE BUILDING COMPANY,
"1415 Beach street, Philadelphia."

Q. That proposition is in substance putting an iron hull instead of a wooden hull in the monitor?—A. Yes, sir. The original Terror was a wooden hull.

Q. In this contract you simply make the frame of iron?—A. Yes, sir.

Q. For that you have \$135,000?—A. Yes, sir.

Q. In connection with that contract have you another contract by which the Government furnishes you iron?—A. I believe it specifies in the latter part of that contract that it simply includes the labor, and any material which we furnish is to be paid us in old material. The contract-price simply refers to the labor.

Q. I find in this contract the following language: "The iron that you will furnish for this work will be of the best quality charcoal-iron, and have a tensile strength of 60,000 pounds per square inch, for which the Government will pay, by delivering to you, three pounds of old or scrap iron for each pound of new iron used." Under that contract you did the labor for \$135,000?—A. Yes, sir.

Q. And furnished the Government one pound of new iron for three pounds of old furnished you?—A. Yes, sir.

Q. Is that a fair exchange?—A. I think it is a very fair exchange.

Q. Do you roll your old iron?—A. No, sir; we find we have as much as we can do to manage our own business.

Q. You sell your old scrap which you get from the Government?—A. Yes, sir.

Q. For what price?—A. We have some of that scrap on hand now, and would very willingly sell it for about \$28 a ton if we could get it. I think it would hardly bring \$28 a ton to-day, but it has been higher. Iron has fallen within the last year or so. I think we sold some upward of a year ago at from \$30 to \$32 a ton; to-day I do not think we could get over \$28 a ton for it.

Q. You are now purchasing new iron for the Terror?—A. Yes, sir, a very little; our contract is about finished.

Q. You have purchased a large quantity of new iron?—A. Yes, sir.

Q. At what rate?—A. That iron has been bought during the past two years. I do not recollect what date it was. My memory in regard to prices during the last two years would range it, say 3½ cents—some over 4 cents. I think we must have paid as high as 5 cents a pound for beams. I should judge the iron would average about 4 cents a pound. It may have been over that and it may have been less. I could not say positively, as I never made an average of the rate.

Q. You charge the Government for the new iron at weight simply?—A. We charge the Government with the amount of pounds actually received, that is, the amount of pounds that we furnished in the vessel.

Q. All work that you do on the iron is compensated in the \$135,000?—A. Yes, sir; We sold iron, I suppose, ranging all the way from \$28, probably up to \$33, and perhaps some \$34.

Q. The whole price paid averaged about 4 cents for new iron?—A. We paid different rates, according to the description of the iron. If it was plate, we paid one price; if beam, it was generally higher.

Q. What is the difference between the two?—A. Plate iron is generally about 1½ to 2 cents lower. Beam iron is more difficult to work.

Q. Is your contract at \$135,000 a very favorable one for you?—A. No more favorable than we would like to take from any private party.

Q. You like to take good contracts all the time?—A. Yes; that is our business.

Q. I ask you how it is as a contract?—A. It is no more favorable than contracts that we make with private parties.

Q. How did you obtain this contract?—A. I suppose in the regular order of business, by application for it. I knew that there was a very large amount of work being given out, and we had as many facilities for doing that work as anybody else.

Q. Do you remember the circumstances and what steps you took in relation to it?—A. No, sir; I do not recollect the circumstances, because I had nothing whatever to do with securing contracts. It was out of my line of business.

Q. Who did secure it?—A. My brother generally went to Washington.

Q. Which brother?—A. William, the one who has been on examination before your committee.

Q. Did you employ any intermediate persons to secure contracts?—A. I know of none.

Q. Have you at any time employed Mr. E. G. Cattell to obtain contracts for you?
—A. No, sir.

Q. Have you employed him in any way?—A. We may have employed him in some capacities.

Q. State in what capacities.—A. Sometimes there was some delay in getting our bills through the Government, and he rendered us assistance in that respect.

Q. Did you compensate him for it?—A. We like to compensate parties when they do us service.

Q. Did you?—A. Yes, sir.

Q. How much did you pay him in all?—A. I do not recollect what amount we paid him. We paid him money several times. We never made any distinctive memorandum of these things.

Q. Do not your books show them?—A. No, sir; I cannot tell from the books. We make no personal charge. We have not given Mr. Cattell anything for over a year and a half or probably two years.

Q. I only want to get at, in round numbers, as near as you can tell, how much money in all you have paid him?—A. I really could not tell.

Q. You have not an idea?—A. No, sir, I have not the least idea.

Q. Have you paid him \$40,000?—A. I do not think it could have amounted to that, because we have not had a sufficient amount of work to warrant that.

Q. Do you mean to say that your cash-account would not show how much you paid him?—A. No, sir; it would not.

Q. Why?—A. Because we never made distinctive charges. The amounts were determined when he came there to us. My brother generally fixed the amount.

Q. You do not mean to tell me if you paid him out a thousand dollars cash—
A. (Interrupting.) Yes, I mean to tell you that—that our books would not show what amount of money we had paid to him.

Q. Do you keep a full and complete set of books, showing all your transactions?—
A. Yes, sir.

Q. How would you so disguise the payment of \$1,000 in cash that you could not find it?—A. We never made any attempt to disguise our payments of cash.

Q. Why could not you tell, then?—A. Because all items of that description are charged to the personal expense-account of the firm. The amount of work we have done for the Government has been a very small proportion of the large amount of work that we have done in the past four or five years. Outside of Government matters, if persons render us any service in bringing us work we compensate them.

Q. Would it not go into the expense-account?—A. Yes, sir; but, as I say, all our charges of that nature go in consolidated to the personal expense-account of the concern. There would be an entry of that amount of cash paid out.

Q. To whom?—A. To the personal account of the concern.

Q. So that his name would not appear on your books?—A. No, sir.

Q. You are treasurer of the concern?—A. Yes, sir.

Q. You have an idea, if you have not an entry on your books, have you not, of the amount of money paid Mr. Cattell?—A. No, sir; I have not an idea.

Q. Are you satisfied that it is quite large?—A. That I could not say, whether it was large, or what amount it was. I could not recollect it, because it has been over two years now, and I have not made any reference to the matter.

Q. Cannot you do it?—A. I could not do it.

Q. Your books might show it?—A. No, sir.

Q. So that if you paid \$1,000 it would be likely to be charged to general expense-account?—A. Yes, sir; all items of that nature are so charged. There are other matters independent of that.

Q. Do you not itemize your expense-account?—A. No, sir.

By Mr. BURLEIGH:

Q. Not in your day-book?—A. Not matters of that description. We keep a general expense-account.

By Mr. HARRIS:

Q. Is it not itemized?—A. Yes, sir.

Q. Would not the item of \$1,000 or check made to E. G. Cattell appear somewhere in your books?—A. It might appear, as I say, in the charge to the personal expenses of the firm.

Q. Would it not appear as a check paid to E. G. Cattell?—A. No, sir. During the time we were doing that work, we had large contracts on hand outside of the Government. The Government work was a small matter then. As I say, in that same manner and in the same way we made all our charges for any presents that we made to any of our friends who did us any favor in getting work outside of the Government; charges were all made in the same way.

Q. But they were made to the individual, were they not? The individual's name is mentioned to whom you gave \$500 or \$1,000?—A. No, sir.

Q. How would you make the entry?—A. We made the entry to expense-account of the firm William Cramp & Sons.

Q. Would you say William Cramp & Sons, Dr., cash, Cr.?—A. Yes, sir; and charge it in the regular expense-account.

Q. You keep a bank-account?—A. Yes, sir.

Q. You keep a check-book?—A. Yes, sir.

Q. Would not your check-book show if you made a check to E. G. Cattell?—A. No, sir.

Q. Would you make your check payable to William Cramp & Sons, or order?—A. To bearer, if we gave a check.

Q. Was there not an attempt or purpose to conceal from yourself the amount paid Mr. Cattell?—A. No, sir; that was only our regular way of doing those matters, independent of Government matters.

Q. I want your best judgment as to the amount of money paid to Mr. E. G. Cattell.—A. I should not like to say, because I do not know. I do not recollect. I made no note of it at the time, and I do not want to testify to an amount that I really do not know. It has been a year or two in existence.

Q. What did you pay him for?—A. We paid him for getting our bills through the Government, and attending to getting payment. Sometimes we were delayed pretty seriously in getting money from the Government.

Q. Do you know how much you paid him at any one time?—A. No, sir; I could not state any amount.

Q. It amounts to a good many thousand dollars in all, does it not?—A. It depends altogether on what a good many thousand dollars is. I really could not testify as to that.

By Mr. HARRIS:

Q. I should think \$10,000 a good many.—A. I do not want to testify to any amount, because I do not recollect. I could not state positively what he may have been paid.

Q. I do not ask you to state positively.—A. It was done several times, probably ranging over a year or two.

Q. What were the amounts—\$1,000 and over at each time?—A. I could not state that.

Q. Have you not the slightest recollection about it?—A. No, sir; I have no recollection of what the amounts were.

Q. Why did you pay him at all?—A. We paid him in order to get our bills and vouchers promptly passed by the Government, and get them through and get our money.

Q. Was he a recognized broker between contractors and the Government?—A. I do not know about that.

Q. Was he understood to occupy that position?—A. Not with me he was not. I do not know how he was with outsiders.

Q. What did you understand his facilities were for obtaining a settlement of your bills?—A. I do not know what his facilities were except that we thought that he had influence enough to get them through.

Q. Did he represent to you at any time what his facilities were?—A. No, sir.

Q. Who made the arrangement with him?—A. My brother William generally did. In fact he made the arrangements with Mr. Cattell.

Q. Your brother William informs us that you can tell us the amount of these payments?—A. I could not tell you the amount.

Q. You paid the money and he made the arrangements. Was there any other member of your firm who was in personal direct relations with Mr. Cattell in this matter?—A. No, sir; not that I know of.

Q. Is your father active in the business?—A. No, sir; he has not taken any active part in the business for the last five or six years.

Q. How old a man is he?—A. About seventy years of age.

Q. Do you know whether he made any arrangement with Mr. Cattell to assist the firm?—A. No, sir; I am satisfied that he did not. I know we had great difficulty in getting our payments through; and it was my understanding that Mr. Cattell was employed to get our bills passed.

Q. It strikes me as a little peculiar that you have no idea to what extent you compensated him.—A. I do not know how peculiar it may appear, sir.

Q. Does it not strike you so?—A. No, sir. We have had very large transactions, and, as I said before, the Government work that we did was only a small portion of the work that we were doing at that time. We were doing at the rate of \$2,000,000 a year outside of the Government.

Q. Did you not keep your books so that you knew exactly at the end of a contract whether you had made or lost money?—A. O, yes.

Q. Now, sir, if you made a contract with the Government to put up the Terror at \$135,000, would not your books show every item of expense which was properly chargeable to that contract?—A. Yes, sir.

- Q. How could you get along without showing commissions paid to Cattell in order to get your pay?—A. We did not regard that as any charge against the vessel.
- Q. You would not charge that against the vessel?—A. No, sir.
- Q. You could not charge that as part of the expense of William Cramp & Sons for general expense of business?—A. Yes, sir; and we made all our other charges, of that nature, in the same way.
- Q. Then you were not in condition to tell exactly the profits of any contract which you made?—A. O. yes.
- Q. If you paid \$5,000 to E. G. Cattell to get your pay for work done on the Terror or any other vessel, and that did not appear as charged against that contract, you would not be able to tell, from your account, the profits on that job?—A. Yes, we would. We would not regard that as a chargeable item to construction.
- Q. I will take it in another form. At the end of the year do not your books show the profits of the year's work?—A. Yes, sir.
- Q. And would you, in order to ascertain the exact profits of the year, take your general expense-account in the whole business?—A. Yes, sir.
- Q. You do not distribute that general expense-account among your several contracts?—A. No, sir; that is chargeable to profit and loss.
- Q. What other jobs have you done for the Government besides the Terror?—A. I think we raised the Sangus, Manhattan, and the Nantucket.
- Q. You rebuilt them all under contract?—A. Yes, sir. The second contract on the Terror is as follows:

“NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,

“Washington, April 4, 1875.

“GENTLEMEN: The bureau proposes that you shall finish the iron hull-work and the deck armor-plating of the double-turreted monitor Terror, now at your yard; that is to say, do all the inside and outside plating, all the fore-and-aft and athwartships bulk-heads, all the foundations for engines, boilers, and machinery, including foundations for turret-machinery and blowing-engines, all the alley-ways, coal-bunkers, manhole-plates for the inner skin, foundations and gearings complete for turrets, all the pipes and ventilators required for the blowing-engines, and iron rudder made and hung, together with preparing, laying, and finishing the deck-armor complete; that is to say, the deck composed of two courses of seven-eighths inch strapped on the under side athwartships and fore and aft, riveted and calked water-tight, boring all holes for deck-lights and attaching the old deck-lights, and fitting the ventilator-tops, and setting and fitting complete all ship-pumps; also pumps worked by hand; forming all hatchways and finishing the hatches complete, iron ventilators, coal-openings, and fitting to them the battle-plates belonging to them; making the hawse-pipes, channel-ways for chains, and putting down the timber-heads; putting up the boat-davits, preparing the work aforesaid complete in readiness for the wooden deck, including painting the hull with three coats of such paint as may be furnished, and cementing all parts required; it being agreed, however, that neither side-armor, armor-backing, deck outfit, nor wood-work is embraced in the work to be done, and that no materials are included in this proposition. And, in consideration of your doing the work as above set forth, the bureau agree to pay to you the sum of \$155,000, in ten equal payments, 20 per centum to be reserved from each payment until the completion and acceptance of the work. Bills to be rendered by you, under certificate of the inspecting officer that the work has progressed sufficiently to entitle you to the payment named.

“Please signify in writing your acceptance of this proposition.

“Respectfully, your obedient servant,

“I. HANSCOM,

“Chief of Bureau.

“The W. CRAMP & SONS S. & E. B. Co.,

“1415 Beach Street, Philadelphia.”

Q. In that plating contract did you also receive iron on the same terms?—A. Yes, sir.

Q. Do you know the amount of all your charges against the contracts of the Terror? Can you tell the committee the amount of iron received and the amount delivered?—A. I can; it is as follows:

Iron received from Bureau of Construction.

1875.	Pounds.
June.—Plate-iron used from old hull monitor Terror.....	1,391,156
Plate-iron used from old hull monitor Algoma	1,397,760
Plate-iron used from old hull monitor Otsego.....	1,301,440
Sept.—Invoice August 27, iron plate sent us by Department per schooner S. S. Hudson.....	1,092,875
	5,183,231

Weight of iron in new hull of Terror, 2,033,454 pounds.

Q. State whether or not you have received all the old iron you expected to receive on account of the contract.—A. No, sir; that statement shows the Government to be in our debt about eight or nine hundred thousand pounds of old material.

Q. That you are to receive in old iron under your contract?—A. Yes, sir.

Q. State whether you have at any time before made an exchange-contract of old iron for new.—A. No, sir; this was the first and only one. Our other contracts are as follows :

“NAVY DEPARTMENT,
“BUREAU OF STEAM-ENGINEERING,
“Washington, April 23, 1874.

“GENTLEMEN: Referring to your letter of the 19th February, offering to make repairs, &c., necessary to fit the Nantucket for service at sea, you are authorized to do this work, provided you will do so under the following terms, conditions, and requirements :

“*Engines.*—Overhaul all the valves, journals, brasses, connections, &c., substituting new parts required, (with exception of new drainage-pumps if found necessary,) for the sum of \$10,500.

“*Boilers.*—Take out the old boilers, construct and erect on board the vessel new boilers, as per plans, &c., furnished, for the sum of \$20,000, with 35 cents per pound for new composition-tubes, if furnished by you.

“Also to furnish all the trimmings for these new boilers, such as grate-bars, bearing-bars, stop-valves, safety-valves, gauge-cocks, &c., make all connections of steam and water-pipes, re-arrange the coal-bunkers, furnish fire-room, floor-plating, and all necessary ash-pans, boiler-saddles, &c., to make the boiler-attachments and everything appertaining thereto, complete and ready for steam, including felting and lead covering for the boilers, for the sum of \$10,350.

“In short, for the sum of \$40,850, to make every part of said machinery, with new boilers and appurtenances, so complete that when the vessel leaves your works nothing further need be done to have the entire engineering department in the most efficient condition for sea service.

“All the materials used to be of the very best quality, workmanship first-class, and the entire work done to the satisfaction and approval of the inspecting engineer.

“Respectfully,

“WM. W. W. WOOD,
“Chief of Bureau.

“WM. CRAMP & SONS,
“Philadelphia, Pa.”

“NAVY DEPARTMENT,
“BUREAU OF CONSTRUCTION AND REPAIR,
“Washington, January 15, 1874.

“SIRS: The Department has directed that the Nantucket be repaired by you in accordance with the instructions herein given and as required by the specifications for doing the work, a copy of which is attached, and is hereby made a part of this agreement, for the sum of \$189,000.

“The work to be done is as follows: The vessel is to be raised 15 inches higher than the top of the old armor; iron beams and new iron-deck plating, in two thicknesses of three-fourths inch each, are to take the place of the wooden beams and the present deck-plating. The deck-planking of 3-inch white or yellow pine is to be fastened to the iron-plating with brass screws. In extending the armor, corresponding with the raising of the vessel, wrought-iron bars 5 inches by 11 inches, with butt strips 3 inches in thickness, which will be furnished by the Government, will be used for a distance of 140 feet from the bow. The remaining armor will consist of three sloping plates secured to the backing and deck-plating. The ceiling will be removed fore and aft, and the bottom plating and frame angles scraped. The plating and rivet-heads will be covered up to the bilge with best cement. A steam attachment will be made to the windlass; two adjustable hydraulic jacks will be fitted with a collar around and against the spindle for raising the turret. All carpenter and joiner work rotten or unfit for use to be made new. Deck-lights, ventilators, battle-hatches, and coamings, and sea-plates for all deck-openings to be properly fitted and secured. Magazines to be fitted in accordance with the “Ordnance Regulations” of the Navy. The armor-plating and wood-backing that has been battered or injured with shot, or rotten, to be replaced with new material. All towing or other bits, chocks, mooring-rings, life-line, and awning-stanchions, head for men on deck, anchor-crane davit, cranes to hatches, tripods for flag-staffs, boat-davits, hurricane-deck and necessary fittings, will be constructed and fitted in a workmanlike manner. The vessel to be docked, scraped, and painted with three coats of red lead.

“It is further understood that the work to be done upon this vessel is to include everything necessary to make her perfect and complete and ready for sea-service, and that anything necessary to so perfect her which is omitted to be mentioned in this

this letter, or in the specifications for doing the work upon her herein referred to, is to be supplied without extra charge.

"The vessel is to be completed, ready in all respects for a cruise at sea, on or before the 1st day of December, 1874, and if she is not so completed as aforesaid by that time, a reduction of \$5,000 per month, or in that proportion, shall be made in the amount to be paid for every month or part thereof after the date above mentioned, until she has been examined, and declared to be completed as specified, by a board to be appointed by the Department for that purpose. Proportional payments, in twenty parts, will be made as the materials are procured and as the work progresses, upon bills properly made for a certain twentieth part of the repairs done, and signed by the superintending assistant naval constructor, certifying that the amount of materials has been furnished, and the work done entitling you to a payment.

"Respectfully, your obedient servant,

"I. HANSCOM,
"Chief of Bureau.

"WM. CRAMP & SONS,
"Philadelphia, Pa."

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"Washington, October 10, 1874.

"GENTLEMEN: Your offer to break up two of the light-draught monitors now at the naval station, League Island, for \$6 per ton of 2,240 pounds, is hereby accepted, and instructions have been given to the commandant of that station to turn over the *Algon* and *Otsego* to you for conveyance to your yard.

"As the boilers and machinery are to be retained by the Government, you will please, before proceeding to break up the vessels, have them carefully removed and stored. The vessels will be ready in a few days.

"Respectfully, your obedient servant,

"I. HANSCOM,
"Chief of Bureau.

"THE W. CRAMP & SONS S. & E. B. Co.,
"1415 Beach Street, Philadelphia."

The WITNESS. That contract for breaking up the monitors was a bad one, and whoever took similar ones lost money at \$6 a ton.

Q. Without the privilege of exchanging that iron for new iron, you say it was a bad contract?—A. Yes, sir.

Q. And with the privilege of exchanging it for new, you managed to save yourselves, I suppose?—A. We might have come out square on it.

Q. Did you not make any money on it?—A. We might have made some; I do not know how much. I have here a request to us to bid on the *Terror*, as follows:

"NAVY DEPARTMENT,
"BUREAU OF CONSTRUCTION AND REPAIR,
"Washington, August 13, 1874.

"GENTLEMEN: The plans for rebuilding the monitors *Terror* and class are so far advanced that the Department desires you to make proposals for doing the work. You will be able to make your estimate of the price for doing the work from the general dimensions and limited details, which are as follows, viz:

"All iron material to be furnished by the Government. Hull of iron, (copy of cross-section inclosed.) The turrets, armor-plating, deck-plating, pilot-house, ventilators, deck-lights, &c., belonging to the *Terror*, and each vessel, are to be used in the rebuilding of the hull.

"Length between perpendiculars is 250 feet; breadth to outside of armor-plating, 56 feet; depth from base-line to top of deck amidships, 16 feet 7 inches. The hull will be double, having an inner plating, water-tight covering or skin running to the top of the beams, the outside plating extending up to the shelf, 6 feet below top of deck. Upon the shelf will be put the timber-baking and armor-plating. Outside plating will be $\frac{3}{4}$ -inch thick, and inner or skin-plating 5-16 inch thick. Frames to be made of $\frac{3}{4}$ -inch plate, with angle and reverse-angle iron. Depth of frames at keel, 28 inches; space of frames, 24 inches. There will be five intercostal plates running the whole length of the vessel on each side of the keel. Every 12 feet the frames will be whole, forming water-tight compartments. A man-hole and plate will be made in each compartment, so that access may be had for cleaning and painting. Engine-keelsons to be made to fit the engines and boilers. Three water-tight bulk-heads will be put up athwartships, forward of the boilers, with water-tight valves and doors in each. Iron bulk-heads for shaft-alleys and store and locker rooms will be made, and all iron-work to be done pertaining to the hull. The bottom of the vessel to be painted either with red lead or patent paint—three good coats—and the inside to be cemented with the best material. All inside iron-work to be painted with three good coats of best paint.

"Estimated weight of iron for the above, separate from deck-plating and armor-plating, is 1,000 tons, of 2,240 pounds to the ton. Proposals for the hull at the above weight are wanted.

"Proposals also for the putting on of the deck-plating, two courses of 1-inch iron, and armor-plating, five courses of 1-inch iron and two courses of 1½-inch iron, making 8 inches in thickness, are wanted.

"The putting on of the deck-plating will include the ventilators, air-ports, battle-hatches, capstan, timber-heads, cleats, cavel, awning-stanchions, boat-davits, and fish-davits, hawse-pipes and cable-bitts, stanchions for life-lines, and all iron-work on deck pertaining to the hull. Estimated weight, 1,100 tons, of 2,240 pounds to the ton.

"An early answer to this communication is required.

"Respectfully, your obedient servant,

"I. HANSCOM,
"Chief of Bureau.

"THE W. CRAMP & SONS S. & E. B. CO.,

"1415 Beach St., Philadelphia."

Also application for a bid on boilers of the Terror from the Department, and bid therefor, and contract of March 24, 1875. They are as follows:

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"Washington, January 15, 1875.

"GENT.: Will you please inform the bureau the price or for what sum you will furnish and erect, complete and in a condition for continued service, new motive-machinery for the United States iron-clad monitor Terror, (now being rebuilt by you,) in accordance with the drawings and specifications on file at the Department, and which you are respectfully invited to inspect and take such notes from as you may deem requisite to aid you in submitting your reply to this bureau. The design contemplates two compound engines, the cylinders of which are 34 and 51 inches diameter, respectively, with a stroke of 42 inches, supplied with steam from six compound boilers.

"The details of construction and dimensions of all the machinery and boilers are set forth in the drawings and in the specifications above referred to.

"You will please state what speed for twenty-four hours you will guarantee by the application of the power contemplated in your proposition, and if such guarantee does not cover 12 knots per hour.

"Please state such alterations, in the designs submitted, and to which your attention is called, as you deem required to enable you to guarantee a speed of 12 knots per hour, *in this case*, for twenty-four consecutive hours, under ordinary favorable conditions of trial-tests, and the cost of same in pounds of anthracite coal per indicated horses' power per hour.

"It will be understood that the price named in your proposal will be the sum for which you will furnish and erect in the vessel in all respects, complete and ready for continued service, in accordance with the usual requirements of naval practice, new motive-machinery and boilers, complete in all its details respectively, guaranteed to make the speed above specified, together with duplicate pieces of machinery, tools, &c., and deliver it to the Department ready (so far as the motive-power is concerned) and in a condition for continued active service without charge other than the sum named in your proposal.

"You will further please inform this bureau the price you will agree to furnish and erect the boilers, as per drawings and specifications on file, six in number, with steam-drums, super-heaters, uptake, smoke-pipe, smoke-connections, attachments to impregnable chimney; all steam and water connections and appendages of all kinds, such as grate-bars, bearer-bars, &c., complete, properly connected with the engines, and ready for service, including boiler-covering, as may be approved by the bureau, without any extra charges whatever.

"You are further requested to state the price for which you will take the motive-machinery and boilers, with all their connections and appendages, removed from the vessel and at present stored in your yard, including all the pumps and fixtures of every kind, and thoroughly repair the same, furnishing new parts and pieces required, missing or too much worn or damaged to be again available.

"Erect the said machinery on board the vessel, with all connections, fastenings, fittings, oiling-apparatus, gauges, and instruments of all kinds, flooring, stairways, brass and iron railings, &c.

"The whole to be complete in every respect, together with duplicates and tools, ready for service in accordance with naval practice and the general requirements of the Bureau of Steam Engineering. The vessel to have a satisfactory trial trip, and delivered to the Department without *extra* charges of any kind.

"Please state what speed may be reasonably expected from this vessel for twenty-four consecutive hours, by the application of the machinery as above indicated.

"The Department has stored in the Kittery navy-yard one pair of engines, taken from the Nantasket, the cylinders of which are 36 inches diameter by 36 inches stroke.

"One pair of the same dimensions, taken from the Swatara, stored at the navy-yard, Boston. These engines are in fair condition.

"Will you please state to the bureau the sum for which you will receive these engines, overhaul and properly repair the same, and erect them complete in the vessel, in all respects in a condition for service, as to the cases and under the conditions above mentioned.

"The Department will, after receipt of your reply to these propositions, determine which to accept as most favorable to the interests of the public service.

Respectfully,

"WM. W. W. WOOD,
"Chief of Bureau.

"WM. CRAMP & SONS,
"Philadelphia, Pa."

"MARCH 24, 1875.

"SIR: We will agree to furnish and erect complete on board the United States iron-clad Terror, all the boilers, six in number, according to the drawings and specifications furnished us, including super-heaters, uptakes, smoke-stack, and connections to the impregnable stack, all steam and water connections, grate and bearer-bars, &c.; also, the auxiliary boiler and appurtenances, the whole complete to the satisfaction of the bureau, for the sum of \$110,000, the old boilers now on board to belong to us.

"Respectfully yours,

"THEO. CRAMP,
"Secretary and Treasurer.

"Engineer-in-Chief W. W. W. WOOD, U. S. N.,
"Chief of Bureau Steam-Engineering."

"NAVY DEPARTMENT,
"BUREAU OF STEAM ENGINEERING,
"Washington, April 14, 1875.

"GENTLEMEN: Replying to your letters of January 16 and March 24, making propositions relative to the power of the Terror, by direction of the Hon. Secretary of the Navy, that part relating to boilers, as follows: 'We will agree to furnish and erect complete on board the United States iron-clad Terror, all the boilers, six in number, according to the drawings and specifications furnished us, including super-heaters, uptakes, smoke-stack and connections, grate and bearer-bars, &c.; also the auxiliary boiler and appurtenances, the whole complete to the satisfaction of the bureau, for the sum of \$110,000, the old boilers now on board to belong to us,' is hereby accepted, provided the materials used be of the very best quality and the workmanship first-class.

"Respectfully,

"WM. W. W. WOOD,
"Chief of Bureau.

"WM. CRAMP & SONS,
"Philadelphia, Pa."

Q. Was that bid made in competition with other manufacturers?—A. I believe it was.

Q. What other persons did you compete with?—A. Harlan & Hollingsworth, and I think a New York concern also; also, John Roach. I do not recollect all the bidders.

Q. What other contracts have you?—A. There is some old material noted here that we bought from the Bureau of Steam-Engineering, that was in breaking up the two old monitors. We purchased the old engines and boilers.

Q. Was that at private or public sale?—A. It was an offer we made for them, I think.

Q. State what you gave for them?—A. The following documents will show:

"Purchased from Bureau Steam-Engineering:

"1875.

"June 24.—Two boilers from Philadelphia navy-yard, weighing 169,870 pounds, at \$40 per ton..... \$3,033 39

"June.—Otsego and Algoma machinery, broken up at our yard:

"37,212 pounds brass, \$13..... \$4,837 56

"3,987 pounds lead, \$6..... 239 22

"14,539½ pounds copper, \$15..... 2,180 92

"187,700 pounds cast iron, \$25..... 2,094 86

"82,296 pounds wrought iron, \$30..... 1,102 18

"52½¹⁴⁴/₄₀ tons Algoma boilers, \$25..... 1,312 77

"44½⁰⁴⁰/₂₄₀ tons Otsego boilers, \$25..... 1,111 61

12,879 12"

"NAVY DEPARTMENT,
"BUREAU OF STEAM-ENGINEERING,
"Washington, April 8, 1875.

"GENTLEMEN: Your offer contained in your letter of the 5th instant, to receive the old machinery, &c., belonging to the Otsego and Algoma, at 13 cents per pound for brass; 15 cents per pound for copper-pipe; \$25 per ton for cast iron; \$30 per ton for wrought iron; \$25 per ton for boilers as they stand without cutting, is hereby accepted.

"Respectfully,

"WM. W. W. WOOD,
"Chief of Bureau.

"WM. CRAMP & SONS,
"Philadelphia, Pa."

Q. Have you given to the committee so far as you can all your trades and contracts with the Navy Department since 1871?—A. I have here a bid for the scrap-material heretofore referred to as follows:

"APRIL 3, 1875.

"Engineer-in-Chief W. W. WOOD, U. S. N.,
"Chief of Bureau Steam-Engineering:

"SIR: The following are the prices we are willing to pay for the engines and boilers, now stored at our yard, belonging to the light-draught monitors Otsego and Algoma:

"Brass	13 cents per pound.
"Copper pipe	15 cents per pound.
"Cast iron	25 dollars per ton.
"Wrought iron	30 dollars per ton.
"Boilers as they stand	25 dollars per ton.

"The cost of taking out and storing above to be deducted from the amount to be paid.

"Very respectfully yours,
"The W. Cramp & Sons S. & E. B. Co.

"WM. CRAMP.

"Letter B, 109."

Also bid for the repair of the machinery and boilers of the monitors Manhattan and Saugus, as follows:

"APRIL 8, 1872.

"SIR: We will repair the machinery and boilers of the monitor Manhattan, according to the specifications furnished us, for the sum of \$20,600.

"In addition, if found necessary, an entire new set of seamless brass tubes for condenser, with one hundred spare tubes, will cost \$3,400.

"We will repair the machinery and boilers of the monitor Saugus, according to the specifications furnished us, for \$19,850.

"Respectfully yours,

"W. CRAMP & SONS.

"To Chief-Engineer W. G. BUEHLER."

Also our acceptance of the bureau's proposition to finish iron-hull work, &c., on the Terror:

"APRIL 7, 1875.

"I. HANSCOM Esq.,

"Chief of Bureau Construction and Repair:

"SIR: We accept the terms of your proposition of April 5, to finish the iron-hull work and deck armor-plating of the double-turreted monitor Terror for the sum of \$155,000.

"Yours truly,

"The W. Cramp & Sons S. & E. B. Co.

"THEO. CRAMP, Secretary."

Also acceptance of proposition to repair the monitor Nantucket:

"PHILADELPHIA, January 20, 1874.

"SIR: We hereby accept the proposition to repair the monitor Nantucket in accordance with the instructions of your letter of January 15, and specifications attached thereto for the sum of \$189,000.

"The W. C. & Sons S. & E. B. Co.,

"THEO. CRAMP,
"Secretary and Treasurer.

"To I. HANSCOM,

"Chief of Bureau of Construction, &c., Washington, D. C."

Also the acceptance of bureau's proposition to put Terror in frames.

"OCTOBER 5, 1874.

"I. HANSCOM, Esq.,

"*Chief of Bureau of Construction and Repair:*

SIR: We accept your proposition of October 2, amended as per your letter of October 3, to put in frame an iron-clad monitor in accordance with the drawings and specifications to be furnished.

"Yours truly,

"THEO. CRAMP,

"*Secretary and Treasurer.*"

Letter B, page 48.]

Q. What did you pay for the two boilers which you purchased from the Navy Department?—A. Forty dollars a ton, I think, according to my recollection.

Q. What is the value per ton of new boilers?—A. We never built any new boilers of that description, and would not do it.

Q. Did you put them into an old vessel?—A. Yes, sir; into a rather old vessel.

Q. What would have been a fair price for new boilers of that description?—A. I could not say what would be the cost of them, because we never built any of that description, and they are out of date.

Q. Cannot you form some idea of that?—A. I could not. Our boilers are modern.

Q. What is the value of a new modern boiler?—A. We build boilers, according to our style of building them, at about 12 cents a pound, say from 10 to 12 cents a pound; that is the modern type of boiler.

Q. That would be about how much per ton?—A. About \$240.

Q. You did not pay more for these boilers than they are worth for old scrap, did you?—A. O, yes.

Q. What was the value of old boiler-iron at the time you bought those?—A. Old boilers have to be ripped up to be sold as scrap. We would not like to pay for old boilers to-day over \$21 a ton.

Q. Were you paid for those boilers in money or in labor?—A. Our account is not settled with the Department yet in regard to that.

Q. Did you receive them on account or did you pay cash for them?—A. On account. Those boilers were sold at the same price that we bought them for from the Government after making alterations.

Q. You got the money for the boilers?—A. Yes, sir.

Q. State whether or not you have paid to any other person than E. G. Cattell any commissions for any service rendered to you with reference to getting contracts with the Government.—A. No, sir.

Q. Have you sold any goods or done any work for any man connected with the Navy Department which stands charged on your books as not paid for?—A. No, sir.

Q. Do you know of anybody connected with the Navy Department having received any moneys for or on account of any contract given out?—A. No, sir; I do not.

Q. Do you know the Secretary of the Navy?—A. I never saw him.

Q. Do you know Mr. Isaiah Hanscom?—A. Yes, sir.

Q. Have you had personal dealings with him?—A. I have been in his office.

By Mr. BURLEIGH:

Q. You say that your first contract was for building the frame for the Terror and setting it up?—A. Yes, sir.

Q. Did you make up a new frame for the Terror?—A. Yes, sir.

Q. What was the old frame?—A. The old frame was of wood.

Q. Did you get out your frame by the molds or did you use the old frame?—A. We made an entire new mold.

Q. Then the new Terror is only the old Terror in name; I mean that the new Terror is nothing of the old vessel but the name?—A. I believe the turrets and some other material are to go in her, but there is nothing of the old frame of the Terror in this new frame.

Q. You say that you built entirely from new molds and metal?—A. Yes, sir.

Q. They were not like the other?—A. Something similar to the other.

Q. But only as one vessel is generally similar to another?—A. Yes, sir.

Q. How many vessels like the Terror have been rebuilt?—A. I think Harlan & Hollingsworth are rebuilding one.

Q. What is the name of that vessel?—A. I do not recollect whether it is the Minnetonka or Amphitrite. I think Mr. Roach is building one or two. I do not recollect exactly how many.

Q. I am referring to the Terror class.—A. Those are the kind. I think there was one built in New York by Mr. Rowland, and shipped to California; that is my impression. I think there are four of her class being rebuilt.

Q. Building four substitutes for the old wooden monitors?—A. Yes, sir.

Q. Do you know whether there were any advertisements for bids previous to the contracts for building those vessels?—A. I do not recollect.

Q. Did you see any published advertisement in the papers?—A. I did not see any.

Q. You received your notice, that there were such vessels to be rebuilt, direct from the Department?—A. Direct from the Department, as the communication shows.

Q. Speaking of scrap-iron which you got from the Government, describe its quality, if you please. I refer to the three pounds which you have received for one of new.—

A. It is ordinary bolt-plate.

Q. Armor-plating?—A. Armor-plating and bolt-plate.

Q. Most of it is in plating?—A. Yes, sir; nine-tenths of it is heavy iron-plating. It is of a general promiscuous character of iron.

Q. It is about a year since you made this contract for the Terror?—A. I think it is.

Q. Has your firm suffered in interest by the depreciation in iron, under this contract? Where you are getting three pounds for one, is it to your interest that the iron should decrease in price in reference to this contract?—A. Our contract was pretty much completed before there was much reduction in iron.

Q. Had there been a fall in the price of iron while your contract was in existence?—

A. It would not have benefited us. It would have been rather against us, because we would have had the old scrap on hand. We never trust to luck in these matters.

Q. I understood you to say to Mr. Harris that the beam-iron for these monitors cost more than the armor-plating to put in these vessels.—A. No, sir; not more than the armor-plating, but more than the regular hull-plating.

Q. What is the difference between hull-plating and armor-plating?—A. Hull-plating is only of ordinary plating, eight-sixteenths or nine-sixteenths. It is rather thin iron; but when you come to armor-plating it is generally very thick—three or four inches thick. It runs anywhere from an inch to four inches.

Q. Is the armor-plating iron more costly than iron for the beams?—A. I do not know what the price of armor-plating is. We have never bought any.

Q. You used it on the Terror?—A. Not any armor-plating.

Q. What did you use on the Terror?—A. Only ordinary bolt-plates. They range from seven-sixteenths to about ten-sixteenths or eleven-sixteenths.

Q. Do you know anything about bridge-iron for bridge-building purposes?—A. No, sir.

Q. You do not know whether that is worth more or less than the iron which you use, say, for instance, for the beams which you now put in iron-clad vessels?—A. No, sir.

Q. Is not bridge-iron similar work to what you put in your beams?—A. I believe it is, although I could not say positively. It looks like it, from what I have seen of it.

Q. And you say that is worth more than the plating for the outside?—A. Yes, sir; it is worth more than the bolt-plating.

Q. Some cent and a half a pound?—A. We generally pay about a cent and half a pound more for beams than we do for bolt-plating, but not armor-plating.

Q. You say you have not had a sufficient amount of work from the Government to warrant you in paying Mr. Cattell a very large sum. From that I would understand that he was to receive a certain amount on the work you did. Was not that so?—A. No.

Q. Have you not understood it so yourself?—A. No, sir.

Q. Why did you say that if you had done more work you would have paid him a larger amount of money?—A. Those matters of payment to Mr. Cattell were determined by my brother at the time. It might have been various at different times.

Q. You say that the work you did was not so large as to warrant you in giving a large amount of money. The implication is that if it had been larger you would have given him more money?—A. I do not know what the implication would have been.

Q. Would you not probably have done so?—A. We might have done so if he had exerted himself, and it had required more exertion to get our payments through.

Q. If he had got you more money would you probably have given him more money?—A. I do not say yes or no to that. I do not know how that would have been.

Q. You say that you have paid him money several times?—A. Yes, sir.

Q. It seems to me that you should be able to recollect how much you paid him at one of these times.—A. No, sir; I could not, because it has been upward of a year since, and I could not recollect.

Q. Is your firm so much in the habit of paying of money of that kind that a circumstance like this will slip your memory repeatedly?—A. That does not impress itself on my mind.

Q. Not if it happens over and over again, as you state this has?—A. No, sir. We are in the habit of making presents to any of our friends outside the Government for any service they render in our behalf, and the Government work has been but a small portion of our work.

Q. Then I understand you to say that you cannot recollect how much you paid him in any one payment?—A. No, sir; I cannot.

Q. Can you not approximate the amount of money that you paid him?—A. I could not, considering the transactions we have had.

Q. Can you not approximate whether it was \$1,000 or \$10,000 or \$40,000?—A. I cannot state what it was.

Q. Do you think it may be more or may be less than either of these sums?—A. I could not tell; I do not know what amount it has been, because I never kept any accurate account.

Q. You have kept some account?—A. I never kept any separate account.

Q. Did you keep any account that you can hunt up on your books?—A. No, sir; because it is in with all the other expenses that the firm have been subjected to outside of Government matters.

Q. Were those expenses of which you have spoken outside of Government matters very large from 1872 to 1875?—A. We have done a very large amount of work and have had very large contracts outside of the Government.

Q. Yes, I understand that; but you did not put this money into contracts?—A. I say these go into the same charges as the various presents that we make to parties who render us any service outside. It is outside of Government matters entirely. The Government work has been a small portion of our work for the last five years.

Q. You say that you paid Mr. Cattell this money to have your bills passed?—A. To get our payments through. There was great delay, and sometimes it was very inconvenient to us carrying on a large amount of work.

Q. After you got your bills approved, could you not raise money on them?—A. There was great difficulty in getting them approved sometimes. You could raise money on them, but sometimes you would exhaust your bank facilities. We are doing a large amount of other business, probably ten times the amount we are doing for the Government, and it took almost all the bank facilities to carry us through our outside operations, under contracts of two or three millions of dollars with other parties.

By Mr. JONES :

Q. What was the name of this monitor upon which you made the exchange of old iron?—A. The Terror.

Q. Did I understand you, before you made your bid, that you ascertained what you could buy the frame and the plating for from the manufacturers?—A. No, sir.

Q. Did you make a contract right away after you got the contract to rebuild the Terror, for your iron?—A. Yes, sir.

Q. Did you not then make a contract with a concern to sell your old iron which you received from the Government?—A. No, sir; we made no contract with any concern. We sold it as the market ran.

Q. Did you sell it to the parties of whom you bought the new iron?—A. Some, we did.

Q. Did you not sell to them the most of it?—A. I do not think we did.

Q. But you only made a contract for the new iron?—A. We only made a contract for the new at the time, but some of the old iron was sold to the parties who furnished us the new iron.

Q. Was any of it made in exchange, so many pounds of old iron being given for so many pounds of new?—A. I do not recollect whether it was or not. It may have been.

Q. Would your books show that fact?—A. Yes, sir.

Q. Did I understand you to say that the reason why you could not tell what the amount was that you paid Mr. Cattell was that you should have paid him more if you had received more work from the Government?—A. No, sir; I did not say that.

Q. What was it that you stated?—A. I do not recollect now.

By the CHAIRMAN :

Q. With whom did you sell or exchange the iron that you obtained from the Navy Department?—A. Morris, Wheeler & Co. We sold some to the Paxton Rolling Mills. We sold a large amount to Hughes & Patterson.

Q. Upon what terms did you make the exchange of that which you did exchange?—A. I think there were different terms made with different parties. Some we sold at the market price of scrap-iron at the time, and I think some of the plating-mills furnished us so many pounds or so many tons of new iron for so many tons of old.

Q. What was that arrangement?—A. My impression is that it was two for one, we paying the freight, hauling, and cartage, and also paying the expense of shipments of old iron.

Q. Have you any knowledge or information that any other party was interested with Mr. Cattell in the sums of money which you paid him?—A. No, sir.

Q. Did he state to you at any time to what use or purpose he intended to appropriate the sums of money paid by you?—A. No, sir.

Q. Whether for electioneering or other purposes?—A. I did understand one application was for electioneering or campaign purposes.

Q. What election was that?—A. I really do not know now.

Q. Do you remember whether it was a fund to be used in the canvass of the State of New Jersey?—A. I do not.

By Mr. JONES:

Q. I understand you that you are the clerk and treasurer of this establishment?—A. Yes, sir.

Q. You, of course, know whether or not you paid Mr. Cattell money or in a check any of these various payments?—A. I might have paid him in a check and might have paid him in money.

Q. Have you any recollection on the subject?—A. No, sir; it might have been paid both ways.

PHILADELPHIA, April 18, 1876.

WILLIAM M. CRAMP sworn and examined.

By the CHAIRMAN:

Question. Where is your place of business?—Answer. In Philadelphia.

Q. What is your firm?—A. William Cramp & Sons, ship and engine-building company.

Q. Of how many members does your firm consist?—A. Six.

Q. Who are they?—A. My father, William Cramp, my brothers, George H., Samuel H., Jacob C., and Theodore Cramp, and myself. A father and five sons.

Q. Have you dealt with the Government at any time during the last five years, directly or indirectly?—A. We have built vessels and repaired vessels for the Government.

Q. Have you had any other dealings with the Government; have you bought materials, iron, for instance?—A. We did in a small matter. We broke up two monitors, and the machinery, part of them, we purchased at fixed prices. It was a small amount; I cannot say how much.

Q. Did you have the material that came from these monitors?—A. Yes, sir.

Q. What were their names?—A. The Algoma and Otsego.

Q. Where were they broken up?—A. At our establishment. It is in the upper portion of the city.

Q. You broke them up under contract?—A. Yes, sir.

Q. What was that contract?—A. We got \$6 a ton.

Q. Delivering the material all to the Government?—A. Yes, sir; the Government weighed the material that was taken from the wharf, having a weigher there. They weighed everything; that is, we handled or weighed and the man took account. Every day as each piece was passed on shore it was weighed by the Government.

Q. That is, you got \$6 a ton for all metal?—A. Yes, sir; we got \$6 a ton for breaking it up.

Q. But you weighed all metals of all kinds?—A. Yes, sir.

Q. So that it made no difference whether it was composition, copper, or iron; you got that price for breaking it up?—A. Yes, sir.

Q. What became of the wood?—A. It was used up—burnt.

Q. There was no substantial value to that?—A. No, sir.

Q. After making that contract and breaking up the vessel, did you purchase the material?—A. No, sir.

Q. Do you remember how much money was paid you by the Government for these two contracts?—A. We were paid \$6 a ton, but the aggregate amount I cannot give you. My brother has the memorandum here.

Q. Do you know what became of that material?—A. He purchased it and sold it. It was a transfer, perhaps.

Q. State the contract under which you took it.—A. We broke that up for \$6 a ton for the breaking, and we had a contract with the Government to rebuild the monitor Terror, and were to furnish new iron, and this old iron was sent in in part payment.

Q. At what rates?—A. At three pounds of old for one of new. They furnished three pounds of old iron for every pound of new iron we furnished on the monitor.

Q. So that the precise value was not fixed, but it was three for one?—A. Yes, sir.

Q. You furnished that in form to go into some vessel?—A. Yes, sir.

Q. You were at the same time building a vessel for the Government, were you not?—A. We had a contract at the time. We had just received a contract. The contract stated, "We will give you for rebuilding the monitor Terror a certain price, you furnishing all the material; and the pay of the material will be three pounds of old iron for one of new." That was about the statement.

Q. So that the two contracts—the contract to take the old iron and the contract to build the Terror made a part of one contract. You were to build the Terror and furnish all the iron?—A. Yes, sir.

Q. And you were to be paid for the iron which you were to furnish for the Terror in old iron?—A. Yes, sir.

Q. Did you furnish all the iron?—A. Yes, sir.

Q. Did the Government furnish you old iron enough to pay for it?—A. We haven't got it yet; my brother has the memorandum of all the iron we received and what iron was used in the construction.

Q. How is it that one pound of new iron is considered equivalent to three pounds of old. Isn't there a pretty large margin of profit in such an agreement as that?—A. No, sir; I don't think there is.

Q. Where do you re-roll your old iron?—A. At the different mills. We have 3 or 4 mills that we purchase from.

Q. You don't roll yourself?—A. No, sir.

Q. In those mills in which you deal, can you exchange old iron for new at those rates?—A. Yes, sir; I guess we can.

Q. Do you?—A. We do not.

Q. You sold your old iron and bought new iron?—A. Yes, sir.

Q. Did that operation furnish you a profit?—A. I suppose it did—a slight profit; you can make your own calculation about that matter, because all we could get was scrap-prices for it, and we sold it for that.

Q. What was scrap-price at that time?—A. I think, although I am not confident about that matter, that it was \$25 or \$30 a ton. I am not certain.

Q. What could you get the new iron for?—A. I suppose, taking the various kinds of iron, it would average 4 cents a pound, or a little more for new iron.

By Mr. JONES:

Q. How long ago was it that you sold this iron?—A. I suppose some of it has been sold 18 months, or a year, anyhow.

Q. Do you say that you did not get more than \$23 or \$28 a ton a year ago for scrap-iron?—A. No, sir; I do not; I say that we only got scrap-iron prices at that time.

Q. I understood you to say that the price was \$26 or \$28 a ton?—A. No, sir; I only say that I should judge so.

By Mr. HARRIS:

Q. How high has scrap-iron, such as you get from the Government, (which is I suppose better than ordinary scrap) sold for within the last five years?—A. I do not think it is better; some of it is a great deal worse. I can't tell how high it has been.

Q. But do you think you could buy new iron to meet your requirements in rebuilding the Terror for about 4 or 5 cents a pound?—A. Yes, sir; I think it would average about 4 cents. It is cheaper now than it has been.

Q. That would leave quite a margin of profit to you, would it not? Wouldn't it be over \$80 a ton?—A. I say that scrap-price is now about \$28 or \$30 a ton, and new iron can be purchased for about 4 cents a pound. Iron is lower now than it has been for 12 years. The tons I speak of are gross tons of 2,240 pounds.

Q. New iron at 4 cents a pound would be \$89.60 per ton. Where is the Terror which you are rebuilding?—A. She is at our yard. The old one was broken up. She was a wooden vessel. We are now building an iron vessel of her. We have the hull very nearly completed. She is a double-turret monitor.

Q. How much were you to be paid for rebuilding her?—A. We were to build her for a certain fixed sum of money, and we were to be paid for the iron independent of that. We were to furnish the iron under a certain other contract, that is 3 to 1.

Q. What was your price for building the Terror independent of the iron?—A. I think we had two contracts. The first was for putting in frames, beams, keel, &c. I think it was \$140,000, although I am not confident about the price; it was close to that.

Q. Is it a written contract?—A. Yes, sir.

Q. With whom was that made?—A. It was made with Mr. Hanscom.

Q. And you were to furnish the iron by merely transferring old into new, so that in putting new iron in the vessel you were obliged to keep an account of all that went into it in weight. Have you done that?—A. We have. My brother will furnish the exact figures.

Q. What other contract have you had with the Government?—A. We had a contract to rebuild the monitor Nantucket.

Q. How long since?—A. That was about two years ago, I should judge.

Q. What was she?—A. She was a single-turret monitor of the second class.

Q. Built of iron instead of wood?—A. Yes; she had a wooden deck.

Q. What were the terms of that contract?—A. We had full printed specifications. We were to do a certain amount of work. The price was fixed by the Government. I think there were eight or ten of those monitors rebuilt, and they were distributed among the different builders. We had one.

Q. Do you remember what your contract was?—A. I think our contract for rebuilding that vessel and fitting her complete was \$180,000.

Q. Did you furnish all the iron?—A. Yes, sir.

Q. You furnished all the material and did all the work?—A. Yes, sir.

Q. Did the Government furnish you any old iron?—A. No, sir. In that case we furnished everything, under a full printed contract.

By Mr. BURLEIGH :

Q. Are they built on live-oak or iron frames?—A. The hull was constructed of iron; but they had wooden beams and wooden decking, but the wood had all rotted through. The frame-work was all of iron.

By Mr. HARRIS :

Q. You rebuilt the vessel, then?—A. She was rebuilt; yes, sir.

Q. Was she originally constructed of iron?—A. Part of the hull was of iron, but the top part was of wood, which had rotted down, so we put on an entirely new iron deck-frame. We retained the old hull so far as we could use it.

Q. Putting in iron instead of wood, above?—A. Putting in iron instead of wood—removing all the wood and replacing it with iron.

By Mr. BURLEIGH :

Q. What portion of the old hull did you retain?—A. The lower portion.

Q. What was that made of originally?—A. Iron.

Q. I thought the frames and keelsons were of wood?—A. No, sir; they were of iron; they were only about 9 feet deep. They were a short distance from the surface of the water, and all the upper part was wood, which was gone, and the lower part, that would just float, was retained. We raised up on it, I suppose, about 18 inches, and put in entire new iron beams and double-plated the deck, taking all the turrets off and all the inside work.

Q. You had \$150,000 you think, for that?—A. Yes, sir; that comes near the price. It might be more or less; I haven't a memorandum with me.

Q. Did your work complete the vessel so that she was fit for service?—A. Yes, sir; and she was tried and tested.

By Mr. JONES :

Q. That was for the labor merely?—A. No, sir; that was to furnish everything complete. We did the machinery part on her by contract—by regular bid. The Department sent us the specifications, and we bid.

By Mr. BURLEIGH :

Q. Did you put in new engines?—A. No, sir; they were rebuilt. We put in new boilers.

Q. Did you retain the engine itself?—A. Yes, sir; we removed quite a number of the parts.

Q. Did you really rebuild the old engines?—A. Yes, sir.

Q. What other contracts have you had with the Government?—A. The other two contracts we had with the Government were for repairing the engines of the monitors Saugus and Manhattan. They asked for bidders at all the machine-shops in Philadelphia, and we were the lowest bidders, and of course got the contract.

Q. Do you know the amount of these two contracts?—A. It appears to me it was \$20,000 for each vessel. It was about that.

Q. Did you rebuild those engines?—A. We did. We rebuilt the engines and boilers.

Q. When you say you rebuilt a boiler, what do you mean?—A. We repaired it, took out the parts that were defective, and renewed them with other parts.

Q. You put in new sides, or patched it as the case required?—A. If there was defective plating, we took it off and put new ones in, and if that could not properly be done, we put a patch in. In some places it could not be removed very well.

Q. Did you do anything else to these vessels?—A. Yes; we rebuilt their hulls, but that was not under contract.

Q. Were they of iron?—A. Yes; it was done in the same manner that the Nantucket was rebuilt.

Q. How did you build that?—A. We did that by day's work and material. They had a naval constructor there, and we furnished men at the regular repair-prices, as we did to our regular customers.

Q. The vessels were brought to your yard, and you put that amount of labor and material on them?—A. Yes; that was pretty nearly four years ago.

Q. Do you remember the whole amount of labor done upon these vessels?—A. I cannot tell. I think it was \$150,000 or \$160,000 apiece. One was \$160,000, I think, and one was in the neighborhood of \$200,000. We did considerably more work on one than on the other; one was in better condition than the other.

Q. Did you do them as cheaply as you would have done them by contract?—A. We could not have done them by contract; we did not know what was to be done. It was merely a test to find out the condition of the monitors, if I understood it. That was

before any mounitors were repaired. They removed part by part, and made an examination at our establishment under the superintendence of the constructor.

Q. Then you renewed the parts that were wanted?—A. Yes, sir.

Q. Do you say that you could not have done it by contract?—A. We could have done it by contract, but we could not properly have made an estimate on it, not knowing exactly what was to be done.

Q. Then this was an experimental thing with you and with the Government?—A. Yes, sir.

Q. After that you were in condition to make an estimate?—A. After that we did make an estimate.

Q. Have you named all the contracts you have had with the Government within five or six years?—A. Yes. Previously during the war we had contracts. We built the New Ironsides; also quite a number of other vessels, for the Government.

Q. Have you named substantially all since 1871?—A. I have.

Q. How did you obtain your contracts; was it directly from the Department or through the instrumentality and aid of other people?—A. I think it was mainly through our own application.

Q. Have you had any dealings with Mr. Cattell?—A. Nothing important.

Q. Have you not contributed a little to his prosperity in the way of commissions?—A. We never paid him any commission; we paid him a few times a small sum of money for attending to our business, but we never paid him any commission.

Q. What business has he ever attended to for you?—A. At the second monitor business he often got our bills passed through, or at least he went for that purpose. There was a difficulty in obtaining money, and we have paid him small sums of money.

Q. Have you the means of telling by your book how much you paid him?—A. I do not know that. My brother, the cashier, could tell all about that, probably.

Q. In your opinion, how much have you paid Mr. Cattell?—A. I could not tell you anything at all about it.

Q. How did he happen to become useful to you in any way?—A. We had an idea that he could get bills passed through quicker than anybody else. Everybody had a difficulty in obtaining money at that time from the Government; and while this business was only a small portion of our business, still, we had a considerable amount of trouble to get what money was due us, and we did pay him small sums of money for looking after them while he was at Washington.

Q. Was it paid him to take your certified bills and get the money on them?—A. No, sir. There were payments due, and we could not often get certified bills. It was to get the certified bills as much as anything else.

Q. Where do you get the certified bills on a contract like that?—A. From Mr. Hanscom.

Q. Were not your relations with Mr. Hanscom, the man with whom you made your contract, such that you could obtain certified bills from him as promptly as anybody else?—A. I have made application after application, but, from want of funds, and I do not know what else, we could not get it when we applied.

Q. But by an application to Mr. Cattell, who had no interest in your business, you were enabled to get your bills paid?—A. Sometimes we did and sometimes we did not.

Q. Did you complain of this?—A. No, sir, I did not make any particular complaint.

Q. Was it not a matter of complaint in your firm?—A. Certainly it was, but we could not make any personal complaint to the Department; we might talk about it.

Q. Did you try to make any inquiry as to why it was that this man could get your bills passed when you could not?—A. No; we did not make any inquiry about the matter that I know of.

Q. Did you, or any member of your firm, ever complain that that was done on purpose to give this man an opportunity to beat you?—A. No, sir; we did not, that I know of.

Q. Was that your impression?—A. I do not think we ever complained about that at all.

Q. Was it your idea that your bills were held back from you so that you might be compelled to pay Cattell?—A. No, sir, I do not think it was; I think everybody else was kept back as much as we were, and it was merely to try and get the money in advance of other people that we did it.

Q. What did you understand the relation of Mr. Cattell to be that enabled him to do those things which you could not?—A. I judged that he had influence with the Department, and, he being down there often, that he could forward us in that part of our business.

Q. It was understood that he was rather standing in the relation of a broker between contractors and the Department, was it not?—A. No, sir; I do not think that he did business for anybody else in that way. Mr. Cattell was an acquaintance of ours of long standing.

Q. You have not any idea how much you paid him?—A. No, sir; I could not give it.

Q. In the course of all this business which you have done with the Government

since 1871, have you paid any commissions or gratuities, or made presents to any officer of the Navy Department?—A. Never.

Q. You have never given a cent?—A. Never.

Q. Have you contributed in any way to election funds?—A. Speaking upon that subject, I asked Mr. Cattell about the time we paid him the first small sum of money, what was to be done with it. "Why," he says, "I am going to use this for election purposes." That is all the contribution that we ever made. That was the first time. We never did such a thing as that before, because we had generally done our own business, but this matter was an unusual thing. We never had had any trouble before.

Q. Your house has been a long time in business, and doing a very heavy business?—A. Yes, sir; the house has been forty-six years in business.

Q. And you are well enough known to be able to conduct your business with any Department of the Government, not as strangers, but as well-recognized business men?—A. Yes, sir; I think we are.

Q. And yet this man came in between you and helped you to get your money?—A. He did help us to get our money, and I think he was of great assistance to us in getting it, because everybody had a difficulty, and everybody was complaining; and I think probably that he has assisted us in that matter of getting our money in advance of the time we would otherwise have had it.

Q. When I speak of Mr. Cattell, I speak of E. G. Cattell.—A. That is the gentleman I mean.

Q. Have you ever had anything to do with Mr. A. G. Cattell?—A. No, sir.

Q. Has he in any way assisted you?—A. No, sir.

Q. Do you know the Secretary of the Navy personally?—A. Yes, sir.

Q. Have you come in direct contact with him in any of your contracts?—A. All our applications are made personally to him in relation to our contracts.

Q. Have you had personal conferences with him about your contracts?—A. Yes, sir.

Q. How long have you known Mr. Robeson?—A. Since 1871 or 1872.

Q. Had you previous personal acquaintance with him?—A. No, sir.

Q. You did not know him while he was a resident of New Jersey?—A. No, sir.

Q. Nor until he became Secretary of the Navy?—A. No, sir.

Q. Did you have contracts with Secretary Welles?—A. Yes, sir.

Q. Did you come in contact with him personally?—A. No, sir; perhaps once or twice. Mr. Lenthall was the gentleman with whom we did all the business then.

Q. He occupied the position now occupied by Mr. Hanscom?—A. Yes, sir. Mr. Secretary Welles never attended to the details like the present Secretary does.

Q. You say while you applied personally to Secretary Robeson in all your matters directly, your contracts were made with the Construction Department or with Isaiah Hanscom?—A. Yes, sir.

Q. Who passed upon the question of the consideration to be paid by the Government?—A. That is more than I can tell you. We were offered these prices; who fixed them we do not know.

Q. Were other people offered the same prices?—A. Yes. In the matter of the "Nantucket" class, all the builders got one price. The price was fixed by the Government. I think there were eight builders repairing monitors, and all at one price.

Q. You took it at the Government offer?—A. Yes; and the Terror in the same way.

Q. What other vessels besides the Terror are being rebuilt at those prices?—A. Harlan & Hollingsworth are rebuilding the Amphitrite; Mr. Roach is rebuilding two—the Puritan and Miantonomoh.

Q. Do you mean to say that he is rebuilding those, as you understand it, on the same terms on which you rebuilt the Terror?—A. Yes, sir.

Q. And he receives the old iron from the Government at one for three?—A. Yes, sir.

Q. And he probably sells all the old iron as you do and buys new?—A. No, I do not think he does. I think that he has the largest part of the iron that he receives stored at his place.

Q. Does he roll iron himself?—A. He has arranged now to roll iron himself.

Q. You say that you have never contributed in any way for commissions or otherwise to Mr. Cattell, except as you have stated?—A. Yes, sir.

Q. Has any Government officer or anybody connected with the Navy, so far as you know, received any consideration for any contracts made with you?—A. No, sir.

Q. Has there been any deduction in any way from the amount you stipulated to receive?—A. No, sir. Speaking of deductions upon our bills, our business has been reduced. The first two monitors that we rebuilt we charged exactly the same prices that we did our regular customers, and they reduced our bills.

Q. To what extent?—A. I think eight or ten thousand dollars. They cut off portions of it that they thought were not proper. That is the only reduction we have ever had in our bills.

Q. Have you now stated all the contracts and dealings which you have had with the Government since 1871, as near as you can recollect?—A. There might have been another. We purchased two boilers from the department.

Q. State fully in relation to that affair.—A. We made a bid for them and that bid was accepted.

Q. What were they?—A. They were two boilers at the navy-yard. That was about a year ago.

Q. What were they built for, if you remember?—A. I cannot remember.

Q. Whether for the Tecumseh or Nebraska?—A. I cannot tell that.

Q. Were they new ones?—A. Yes. They had been built several years.

Q. Did you put them into any vessel of the Government?—A. No, sir.

Q. Did you put them into any vessel?—A. Yes, sir; into the steamer Crescent City, built for private individuals.

Q. What did you give for those boilers?—A. We sold them at the price we purchased them for.

Q. Whom did you make that contract with?—A. We wrote first to Mr. Wood, and he said that he had nothing to do with it, and I made a personal application to the Secretary of the Navy, and asked him if he had received that bid. He said yes, but that he wanted time to consider the matter. I received no reply, and wrote the second time. It was then accepted.

Q. By the Secretary of the Navy?—A. Through his direction to Mr. Wood.

Q. Do you remember whether you paid a fair price for these boilers?—A. Yes, I think we did.

Q. Do you remember how much per pound?—A. No, sir; I do not.

Q. What is a fair price for a boiler? How much can you build a good boiler for a steamer for, such as you put into merchant-vessels?—A. From $8\frac{1}{2}$ to 14 cents a pound. It depends on the construction.

Q. Were those difficult of construction, or were they simple?—A. There was nothing very difficult about them. I should judge they would be worth about 12 cents a pound to build in that way.

Q. Do you remember what you charged for them?—A. I do not.

Q. You did not ask any profit, as I understand you, in the sale of these boilers?—A. No, sir; they were not suitable boilers for the vessel. She had damaged one of her boilers, and they wanted two boilers right away. We had to remove the whole front and rebuild them, and put drums on. It was the best we could do under the circumstances.

Q. You charged the owners of the vessel for changing and altering those boilers?—A. Yes, sir; we charged them the original price and days' work for the repairs.

Q. Have you had any other transactions with the Department for property in the navy-yard?—A. No, sir.

Q. Have you bought of the navy-yard?—A. No, sir.

Q. Did you attend its auctions?—A. No, sir.

Q. Did you witness any of the work of removing the navy-yard?—A. No, sir.

Q. You had nothing to do with buying any metal or material that came from there?—A. No, sir.

Q. You are not in the business of dealing with old material?—A. No, sir.

By Mr. BURLEIGH:

Q. Do you mean to say that you did not have conversation with Mr. Cattell before you had the contracts and in regard to them?—A. I did not say that to the committee, but I will say so now, that we had no conversation with Mr. Cattell.

Q. You did not go to him to aid you in getting these contracts?—A. No, sir; I did not. Mr. Cattell had nothing more to do with it than either one of you gentlemen.

Q. You say the first money you paid Mr. Cattell he told you that he should use it for political purposes?—A. I asked him that question.

Q. And he said that he should use it for that?—A. Yes, sir; I asked him what he intended to do with that money, and he said he should use it for political purposes.

Q. Now, in regard to other moneys which you paid him?—A. I never said anything about them to him, and he said nothing to me.

Q. You do not know what he did with that money?—A. No, sir.

Q. You say that there were eight bidders at one price; do you mean to say that there were eight bidders, or that the Department issued eight proposals or eight open contracts?—A. I think there were eight bidders on eight monitors being rebuilt by several parties; I think there were eight parties.

Q. In the first place there were eight monitors to be rebuilt?—A. Yes, sir.

Q. And this proposal they took to eight individuals, all at the same time, and at the same price; is that what you mean?—A. Yes, sir; one was sent to us, one to Harlan and Hollingsworth, two, or three, or four to New York, and two or three to Mr. Roach. They were all under one printed specification and one price, that was offered to us.

Q. Do you know of any parties receiving those specifications or contracts who refused them?—A. No, sir; I do not know of any.

Q. Were they pretty good contracts?—A. Fair contracts.

Q. Then the parties were picked out by the Navy Department who should receive

those vessels?—A. I do not believe there were any other parties left who could do it. I think every person who could do it was supplied at that time, because they seemed to be in a tremendous hurry.

Q. You were receiving a good deal of old iron, and have bought a good deal from the Government?—A. We have purchased, as I have stated, from the Government.

Q. Do you use all the iron you buy yourself, and reroll it?—A. No, sir.

Q. Do you sell any of it?—A. We sell the whole of it.

Q. Do you contract any of it out to be rerolled?—A. No, sir; we sold all the iron we received at scrap prices, at the market rates at that time.

Q. In regard to the boilers, you say that they had been built several years. Had they ever been used?—A. No, sir; I knew they were to be moved from the yard.

Q. Did you consult Mr. Cattell, and did he give you any aid in purchasing these boilers?—A. No, sir; I never consulted him at all about anything of that kind. When I say that there was no influence used particularly about it, I may say that I think Mr. Andrew Wheeler did really benefit us in relation to this monitor Terror, by making personal application to the Secretary of the Navy. The application was made after the failure of Jay Cooke. Mr. Wheeler was up at our establishment, and all the large business concerns were stopping work. We had about 1,000 hands employed at that time, and were pretty well filled, and they all flocked up to our establishment. He was up there one day, and I think there were nearly a thousand persons outside waiting employment. He thought the Government ought to step in at that time and do some work. He went down to the Secretary of the Navy, although I was not personally acquainted with him, and represented the condition of the mechanics at that time, and he thought if there were any vessels to be repaired, then would be the time to do it. I really think that had some influence in determining whether we should have one of these vessels to do.

Q. You have stated that these eight contracts to be given out covered all the parties in the country that could build those monitors?—A. I think there were very few left who could do them rapidly at that time.

Q. Can you say whether or not they could not have built them and had not facilities to build them in the Charlestown navy-yard?—A. One was built at the Charlestown navy-yard, one at Philadelphia, and one at the Norfolk yard I think.

Q. Then the Government could have built these monitors at their own yards if they had seen fit?—A. No, sir; not by the time they required them. They required them in a great hurry. They bound us to have it done at a certain specified time under a penalty.

Q. What time was yours finished?—A. I cannot say exactly without reference to the books.

Q. Can you state pretty nearly? Has there been any threatened war since or about the time that you got yours finished?—A. No, sir. The threatened war was at the time they were distributed. There was then the greatest kind of excitement about the prospective difficulty with Spain, and they were distributed at that time.

By Mr. BURLEIGH:

Q. At the time the Terror was built was there any particular reason why she should not have been built in the navy-yard, to your knowledge?—A. I do not believe they could have built her at the navy-yard, because they had not the material or tools to do it with.

By Mr. JONES:

Q. Do you claim that they have not got tools to build an iron ship at the Charlestown navy-yard?—A. I do not say that. They might have in Brooklyn or Charlestown, but they have not in Philadelphia.

Q. Do you not know that they have the proper tools at the Kittery navy-yard?—A. I do not know that.

Q. Give to the committee the names of the parties who received the eight monitors of which you have spoken?—A. I think, besides ourselves one, Harlan & Hollingsworth received one, Mr. Roach three or four, Mr. Pintard, of New York, one, and Mr. Rowland, of New York, one.

By Mr. JONES:

Q. Did I understand you to say that you repaired one of the monitors by the day?—A. Yes, sir.

Q. Do I understand you to say that you received your pay for repairing her in old iron?—A. No, sir.

Q. Do I understand you to say that the iron you furnished the Government you furnished at gross tons?—A. Yes, sir.

Q. I understood you likewise to say that you received gross tons from the Government?—A. Yes, sir.

Q. Did you charge it at gross tons to the Government, the same as you bought it?—A. Exactly.

Q. At so much to the ton?—A. We made a charge of so many pounds of iron, saying nothing about the ton. "So many pounds of iron furnished for the hull of such a vessel."

Q. Did they make an estimate to you in the mill by the pound or so many gross tons?—A. By the pound. Everything we get is by the pound.

Q. When you sold your old iron, did you sell it by gross ton?—A. Yes, sir.

Q. I understood you to say there was a constructor detailed to look after and superintend the work at your establishment?—A. Yes, sir.

Q. Did not that constructor make out your estimate and approve it and you send it forward to the bureau for their approval?—A. He did not. We made our own statement bi-monthly. Of course he had a time-keeper to look over it. It was approved by him.

Q. And sent on to the Department?—A. Yes, sir.

Q. And it appears that you did not get your money back and were bothered in getting your pay?—A. I have stated that we did not get the money as promptly as we wanted it.

Q. You stated that, by Mr. Cattoll's assistance, you got the money?—A. Yes, sir.

Q. Did you usually get it through whom Mr. Cattell used his influence?—A. Sometimes we did and sometimes we did not.

Q. Did you get it through most of the time at short notice after he went there?—A. No. Sometimes it was delayed considerably.

By the CHAIRMAN :

Q. I have understood you to state that you secured the assistance of Mr. Cattell for his supposed influence at the Department?—A. Yes, sir.

Q. What influence did you believe Mr. Cattell possessed?—A. I do not know. I could not say that, or whom he had influence with.

Q. Was that from his knowledge of the business in which you were engaged or from his acquaintanceship and confidential relations with any officer of the Government?—A. I do not know that. I could not say how he got the bills through, except that we supposed that he had influence.

Q. He was not a gentleman familiar with your business?—A. No, sir.

Q. His regular business is that of a grain-dealer, is it not?—A. Yes, sir; I believe it is.

Q. How happened it that you employed a grain-dealer to get through a contract for ship-building?—A. We judged, as I have said before, that he had influence, enough there to have our bills forwarded more rapidly than we could ourselves. That is the only reason.

Q. As a business man, you must have had some idea of the nature of his influence, or else you would not have paid out your money, I take it?—A. I judged that he had influence, and we found sometimes that he did get our bills through.

Q. Of what nature was that influence?—A. That I could not tell you.

Q. But you were willing to risk your money on it?—A. If I think a person assists us in any manner or shape at all, and I know it, it is no more than right that he should be paid for it.

Q. Did Mr. Cattell, in any way, represent to you that he had or possessed any influence?—A. He never represented that he had any influence, that I know of or remember.

Q. He made no representations about his relations with the Department?—A. I do not think he ever did.

PHILADELPHIA, April 11, 1876.

CHARLES PURVES sworn and examined.

By the CHAIRMAN :

Question. Are you a resident of the city of Philadelphia?—Answer. Yes, sir.

Q. How long have you resided here?—A. I was born in this city.

Q. Have you at any time been a contractor or dealer with the Navy Department of the United States in any way?—A. No, sir.

Q. Have you ever been a bidder at any of its sales or for any contracts proposed to be let by it?—A. No, sir; I have had no contracts.

Q. Did you at any time propose, or were you about proposing, to bid for the removal of any of the property from the navy-yard?—A. No, sir.

Q. Were you ever employed at the navy-yard?—A. No, sir.

Q. Have you any knowledge of any abuse or fraud in connection with the service there?—A. No, sir; I know nothing about it.

Q. You have none of your own knowledge?—A. No, sir.

Q. Have you any information, the sources of which are available to this committee, upon that point?—A. Nothing more than I have seen in the newspapers.

Q. Have you ever had any relations with Mr. McKay or any of his contracts?—A. No, sir.

Q. Did you store for him any goods or materials, or property bought by him?—A. No, sir.

Q. Did you ever see any of the property bought by him?—A. I saw him buy iron at the last sale at the navy-yard.

Q. What became of the iron?—A. It was taken away from there. I do not know where it went to.

Q. Did you see the ship-knees?—A. I did. I saw them before the sale.

Q. How many were in the lot?—A. I could not say. I did not pay any particular attention to them. There was a very large pile of them. I was there at the time they were sold.

Q. What kind of knees were they?—A. Wooden knees.

Q. Were they old or new?—A. They looked to me as though they had never been used, although not being in our line, and not having any use for anything of that kind, I did not pay any particular attention to them.

Q. Did you ever buy any iron from Pennoek & Co.?—A. No, sir.

Q. Was any iron that was bought by Pennoek & Co. from the navy-yard turned over to you or to the firm of which you are a member?—A. No, sir. I never had any dealings with Pennoek & Co. at all.

By Mr. BURLEIGH:

Q. Are you a dealer in old iron?—A. Iron and metals.

Q. You attended the sale?—A. I have attended almost all the sales that have taken place there for the last ten or fifteen years.

Q. You attended the sale at which McKay bought a large quantity of serap-iron?—A. He bought some iron last November, I think.

Q. Was not that iron directly in your line?—A. Yes, sir.

Q. Did you bid on that iron?—A. I bid on almost everything in the shape of metals that were sold there.

Q. Was there any understanding between you and any other man at that time about bidding?—A. No, sir; none at all. The stuff brought more than it was worth to us, so that we would not buy it.

Q. Did you understand that there was any man representing himself and other parties bidding?—A. No, sir. I understood that McKay and Seyfert & McManus were together in their transactions.

Q. You understood that McKay was bidding for them?—A. That they were working together in the transaction.

Q. Would the fact of their working together in the transaction be any check upon your bidding?—A. None at all.

Q. Did it have any effect?—A. No, sir. I went there for the purpose of buying all the iron and metals that were offered if they went for a price at which we could have done anything with them.

Q. Did you at any time say to anybody that you were satisfied that McKay had the hang or the control of things at the navy-yard there?—A. I may have said so. I do not remember.

Q. If you did say so, what was the reason, or did you have any?—A. I did not have any particular reason. I do not know that I ever did say so.

Q. Did you ever have any dealings with Mr. Cramp?—A. We have bought considerable material from Cramp, but nothing in the shape of material coming from the Government. We have dealt with Cramp, I suppose, twenty or thirty years.

Q. Have you ever bought any iron or material that once belonged to the Government from anybody?—A. We have bought material a great many times that has been sold at Government sales. We bought it from the parties afterward.

Q. In such purchase had you made any previous agreement, or had you any previous understanding with the party prior to the sale that you would not become a bidder thereat?—A. No, sir; not to my knowledge. I never had any understanding of the kind.

Q. Have you ever bought any material from any one that you had reason to believe was improperly taken from the navy-yard?—A. I never have.

Q. Then I understand you know of no abuse or fraud in connection with the naval management of the yard?—A. Not to my knowledge. I know nothing more than I have seen in the newspapers.

By Mr. HARRIS:

Q. Have you been charged by the newspapers with any complicity in frauds?—A. No, sir; our names have never been mentioned.

By Mr. BURLEIGH:

Q. You deal quite largely in serap-iron, do you not?—A. Yes; we do a pretty extensive business in iron and metals.

By Mr. HARRIS:

Q. Old or new iron, or both?—A. Old iron, sir.

Q. Did you ever exchange old iron for new?—A. No, sir.

Q. You are not a manufacturer of iron, are you?—A. No, sir.

Q. Did you buy at the Government sales of 1875?—A. Yes, sir; we bought a large lot of composition in May; that was all bought of the Government at public auction.

Q. What did you give for it?—A. Sixteen and three-eighths.

Q. Was that a fair price for it?—A. Yes; that was all that it was worth.

Q. What could you realize as profit in handling it?—A. I suppose about 10 to 15 per cent. We have still some of that metal on hand.

Q. Was that all you could realize by good management of that property during the year 1875?—A. Yes; that is about all. It might vary 1 or 2 per cent.

Q. You could not make more than 10 to 15 per cent, you say?—A. No, sir.

Q. What was copper worth during that time?—A. I suppose the ingot copper is worth about 23 cents.

Q. What would new brass be worth?—A. New brass is different from old brass.

Q. What would new brass in sheets be worth a pound?—A. That was a different quality from the gun-metal.

Q. Do you know the price of brass castings?—A. Brass castings at that time, of that kind of metal, would have been worth about 35 cents a pound.

Q. New brass castings?—A. Yes, sir; of that kind of metal. There were other castings at the same time that would not be worth more than 17 to 18 cents.

By Mr. BURLEIGH:

Q. Of the same kind of metal?—A. No, sir; of a commoner grade of metal. This metal that we bought was what the Government calls bronze metal. We call it red metal.

By Mr. HARRIS:

Q. It contained a pretty large proportion of copper, did it not?—A. Yes, sir.

By Mr. BURLEIGH:

Q. Do you know what loss there is in resmelting such metal as you buy of the Navy Department?—A. I suppose it would average 6 per cent.

By Mr. HARRIS:

Q. Do you know what the cost of resmelting is?—A. Yes, sir.

Q. How much?—A. I suppose to smelt it alone it would cost about a cent and a half a pound without any molding or casting; that is, to run it out from the old bronze metal into boxes, it would cost about a cent and a half a pound, together with the loss.

By Mr. BURLEIGH:

Q. What would the bronze pig be worth?—A. From 20 to 21 cents.

Q. How much does it cost to mold cast iron?—A. That is more than I can tell you.

Q. Do you know that you can buy iron castings for four cents?—A. Yes, sir.

Q. And small castings also?—A. Yes, sir.

Q. Is it any more labor to mold for brass castings than for iron?—A. Yes; brass has to be melted in small crucibles, melting from 70 to 300 pounds, but iron is generally melted in a cupola, where you can melt from 3 to 4 tons at a time.

By Mr. HARRIS:

Q. I suppose it is also true, is it not, that in brass-castings you have to reckon the cost of your pattern, ordinarily?—A. Yes, sir.

Q. While with iron-castings a good many articles of the same kind are produced from the same patterns?—A. Yes, sir.

Q. When you say brass castings would be worth about 35 cents a pound, what kind do you mean?—A. I mean castings made from new metal; but commoner castings, made from commoner metal, would not be worth as much. The bronze metal is made principally from copper and tin.

Q. Does that kind of metal enter much into the common brass castings?—A. No, sir; not what they call the common brass castings, but castings where they want good, tough metal.

Q. Castings of a special character?—A. Yes, sir.

PHILADELPHIA, April 18, 1876.

JOSEPH N. COLLINGWOOD sworn and examined.

By Mr. HARRIS:

Question. Has most of this material in the Pennsylvania warehouse been received under your superintendence?—Answer. Either myself or my assistant. I have the general charge of both warehouses.

Q. You showed us, on Saturday, all the iron which you now have in your custody or storage, which you have knowledge came from the United States Government, did you not?—A. I cannot say that it came from the United States Government. I showed you all the iron that we had, at all events.

Q. You were not inclined, for reasons which were very proper, to say, when we were visiting your warehouse, who were the reputed owners of the several lots of iron which you showed us. State whether the iron tanks which we saw there are the iron tanks mentioned on that account referred to by Mr. Scott as belonging to Seyfert, McManus & Co.—A. Yes, sir.

Q. You also showed us a lot of large ship-iron, in a shed, on a wharf. Was that the iron standing on this account as the iron of Seyfert, McManus & Co., weighing 302 tons?—A. Part of it was. The rest was in the warehouse, in large bars. There is another lot of 111 tons there, and another of 84 tons. I don't know how much of it may be on the wharf or how much in the warehouse.

Q. Are they mixed?—A. I don't know that they are. My impression is that the 302 tons are in one compact lot on the wharf.

Q. Then you are also of opinion that the 111 tons and a fraction is that large pile inside of the warehouse, made up of large iron in the form of ribs, &c.?—A. My impression is, without knowing positively, that part of that 111 tons is on the wharf. The 302 tons is a complete lot on the wharf, but I think part of the second lot is on the wharf and part in the warehouse.

Q. Where are the 89 tons?—A. Either on the wharf or in the warehouse.

Q. There are 302 tons, you think, in one pile; there are 111 tons and 89 tons, and a pile of 10 tons, still in your custody, either on the wharf or in the warehouse?—A. Yes, sir.

Q. And you think we saw it all?—A. Yes, sir.

Q. It is all substantially the same kind of iron, is it not?—A. Yes; I believe so.

Q. And the only object in keeping it separate is to be able to deliver the exact quantities received on a certain specified day, as shown by certain receipts?—A. Yes, sir; to deliver exact quantities and exact lots, as shown by the specific receipts.

Q. State whether or not, at the time you received that iron, there was any understanding, agreement, or notice to you that it had been received without weight from the Government, with the understanding that, before delivery, it should be weighed by a sworn weigher employed by you?—A. I have no knowledge of any such understanding.

Q. So that you would say that, however much these several lots of iron may weigh, if you were to deliver upon these receipts you would deliver the whole pile?—A. Yes, sir; if called for in one lot.

By Mr. JONES:

Q. I understood you to say that you did not know where this iron came from?—A. I have no knowledge of my own; I heard that it came from the navy-yard.

Q. You supposed that it was iron which came from the Government?—A. I heard so.

Q. How did it come to your wharf?—A. Part by trucks and part by lighters. I could not say by which mode the largest part of it came.

By Mr. HARRIS:

Q. Did the heavy, large iron come by lighters mainly?—A. Those large bars came by trucks, if I remember correctly.

Q. I saw among them one large piece of iron which evidently was intended for the propeller-shaft of a vessel; did you ever observe that?—A. I never did.

Q. Have you or your men a record of the number of teams or boats that delivered iron and composition metal that came from the navy-yard at your warehouse or wharves?—A. No, sir.

Q. You don't know how many boats?—A. No, sir; we could tell, possibly, from our wharfage-books the number of lighters that remained there any time for which wharfage charge was made.

Q. Would you not charge for every one that came in?—A. No, sir; not unless it remained there some time. If it only staid there long enough to unload we would not make a charge.

Q. Have you furnished the committee a memorandum of all that you thought came from the navy-yard, both of composition and iron, and the weights of the same, except the quantities not yet delivered to other parties?—A. We have furnished, I believe, a transcript of everything that we have any reason to believe bears on this investigation. Of course we have to take its coming from the navy-yard as hearsay.

Q. If that iron had been weighed on teams and scows before you had received it you would have asked for the weights, and you would have put them down, would you not, in order to find out what you had stored?—A. Yes, sir; I think it is very possible we should.

Q. Then as to the neglect to weigh it at the navy-yard; that was their business, and not yours?—A. We had, of course, nothing at all to do with the navy-yard.

By Mr. JONES :

Q. Do you recollect a lot of composition or iron coming in, say in the morning, and going out at night?—A. I have no recollection of anything, sir, from the fact that I am not there from morning until night; but I suppose that paper, being a transcript of our books, refers to all the iron received and delivered.

Q. If a lot of composition had been brought in in the evening and taken away in the morning, or brought in in the morning and taken away in the evening, would that be recorded in your books?—A. Yes, sir; anything that went through our premises would be recorded.

Q. You don't know whether anything of that kind occurred, do you?—A. I do not.

By Mr. BURLEIGH :

Q. Have you received any iron or metal from Seyfert, McManns & Co. that you supposed did not come from the navy-yard?—A. No, sir; but of course it is not our business to know those things. In some of the unknown lots we were unwilling to give up our obligations until they went out and were weighed.

Q. How much margin should you think you had in that 302 tons?—A. I should think 150 per cent. I think there are over 600 tons there.

Q. Would you be willing to deliver that at 302 tons and charge storage on that?—A. Yes, sir. I think we lost money on that. I think our assistant superintendent, who never had been in the habit of handling iron, took a good deal more for that 302 tons than he would take now. We felt perfectly safe in issuing the certificate that if we were called on to deliver 302 tons we could do it from that pile.

PHILADELPHIA, April 19, 1876.

GREZ E. ETTING sworn and examined.

By the CHAIRMAN :

Question. Have you been a clerk for the Pennsylvania Warehousing Company?—

Answer. I have.

Q. From the time of its opening to what date?—A. Until the first of the present month.

Q. Were you in charge of the Queen-street warehouse during the period when iron from the navy-yard was being delivered there for storage?—A. Yes, sir.

Q. State in your own way, fully, all the particulars connected with that iron.—A. I think the first lot we received was the large lot of 302 tons, which, I think, was monitors' beams; after that we received various kinds of iron and composition.

Q. How did that 302 tons come to your place?—A. By long trucks; one bar at a time.

Q. Was it weighed?—A. It was not weighed by us.

Q. Do you know that it was weighed?—A. I could not swear to that.

Q. Did you have information of what each bar weighed?—A. Yes, sir; with every bar they brought a slip of paper with the supposed weight on it.

Q. From whom was that paper?—A. It was not from the Navy Department. It was not signed. It was merely a memorandum showing 4,700 or 5,700 pounds; they averaged over 4,000 pounds apiece to the best of my knowledge.

Q. Did you keep the memoranda as they came in?—A. Yes, sir.

Q. And when all had been delivered, you made up the amount?—A. Yes, sir.

Q. Whom did you see to make your arrangement with for that first lot?—A. I made my arrangement with William P. Reynolds, of Seyfert, McManus & Co.

Q. You agree to take it on storage at a certain rate?—A. Yes, sir.

Q. Is all that lot in the custody of your company?—A. Yes, sir.

Q. You have a lot of 111 tons, have you not?—A. Yes, sir; that was of heavy iron also.

Q. How was that received?—A. By team.

Q. Did you keep that weight in the same way?—A. Yes, sir; in the same manner.

Q. I observe by a memorandum that the next lot is fifteen tanks?—A. I think it was sixteen or fifteen tanks. They are still there.

Q. What is their weight?—A. The weight of each tank was marked upon it in chalk, and we took it from that. We never weighed them. I think they weighed fifteen tons.

Q. The next is a lot of 89 tons of iron?—A. That I think was small scrap-iron.

Q. Did you weigh that, or how was the weight fixed?—A. That was weighed in going out. It has all gone out. There is no iron in the possession of the company except the tanks and the two lots of heavy iron.

By Mr. BURLEIGH :

Q. Was that small scrap in bars?—A. I cannot recollect distinctly.

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Q. There are two lots in the shed now, are there not?—A. Yes, sir; the 302-ton lot, and the 111-ton lot. They also have the 15 tanks. Those are the only three lots in the possession of the company.

Q. I will call your attention to a large pile of heavy iron, which this committee saw in the warehouse. Do you remember about that?—A. That was what composed the 111 tons.

Q. Do you mean to say that the two loads on the wharf only comprised the 302 tons?—A. Yes, sir; the 111 tons are on the Queen-street side of the warehouse. Some of it is large circle iron, shafts, &c.

Q. May it not be that the 89 tons and the 111 tons have gone into that same pile. It looks as though there was more than 111 tons in that large pile?—A. No, sir; I think not; I may be mistaken, but I am pretty certain that I am not.

Q. State whether those three items, 302 tons, 111 tons, and 89 tons, do not comprise probably the lots of large iron now in the custody of the warehouse company.—A. The 111 tons marked on that list has been delivered, and the other lot is only 89 tons. That 111 tons was scrap-iron, which was on the wharf. It was small scraps, all kinds of things, files, &c. I recollect the lot perfectly, now I think of it.

Q. That was weighed out by you?—A. Yes, sir; it was weighed out by a weighmaster, under our supervision. The 89 tons is the large circular iron which you saw in the warehouse. The 15 tons of tanks are also there now.

Q. Do you know anything about ten tons of iron stored there?—A. I cannot call that to memory. The tanks are all shapes and sizes.

Q. Were they new?—A. I should think some of them were new tanks.

Q. Is there anything else which they have received which is now in their custody except the gun-carriages, and the composition belonging to them, and those lots of heavy iron?—A. No, sir.

Q. There are some articles there belonging to Mr. McKay, are there not?—A. Yes, sir; ships' knees, trucks, &c.

Q. In delivering that iron which you have received, has it been weighed out by you?—A. Not in all cases.

Q. Can you tell by looking over the list in what case it has not been weighed?—A. I could not say as to that. The weighmaster's book would show it, possibly. All the composition was weighed by us, both in coming in and going out.

Q. To whom did you give certificates of the weight?—A. To Seyfert, McManus & Co.

Q. Has any Government officer called upon you for those weights?—A. No, sir, they have not.

Q. In the case of the iron delivered to you in unknown quantities, was there any understanding that it was delivered to you to be weighed on delivery, and certificates made to the Government officers of its weight?—A. No, sir.

Q. Have you any knowledge, derived from any Government officer, or from Seyfert, McManus & Co., or from Nat. McKay, that that iron had not been weighed?—A. No, sir; I never had any such knowledge from them.

Q. And your judgment is that 302 tons is the correct weight of that iron?—A. I never figured enough on it to have any idea. The bars weigh about the same. I was willing to accept it for the company at that time at that rate. I did not have any impression at the time that there was any more than that, or I would not have accepted that weight on account of our storage-bill. It was, of course, to our interest to get all we could. The more it weighed the better it was for us.

By Mr. BURLEIGH:

Q. Do you receive much round iron there?—A. Yes, sir; there was considerable round iron.

Q. Round bar-iron?—A. Yes, sir.

Q. Straight bars?—A. Yes, sir.

Q. Were they in good or bad condition?—A. Good condition.

Q. What size?—A. They averaged very much in size.

Q. About what in the matter of the round iron?—A. I should suppose from 4 inches up.

Q. Was there any lighter than 4 inches?—A. Yes, sir; I think there was some 2½ inches.

Q. Do you remember how much there was of this round bar-iron?—A. I did not keep it separate; I had some of the round bar and some flat all piled together. I suppose there was certainly 75 tons of it.

Q. Did you receive any angle-iron?—A. I think I did see a few pieces there.

Q. Is there not some of that kind on the wharf now?—A. Yes, sir; I think there is some alongside of the wharf now.

Q. How as to the flat iron?—A. There were various sizes and thicknesses of that.

Q. From what to what, to the best of your recollection?—A. I suppose from half an inch thick to 3 inches wide, and along up to 1½ inches by 3 or 4.

Q. How much was there of that, according to your best judgment, in all the lots?—A. I should say there was 50 tons, although I don't profess to be accurate in those figures.

Q. Was that flat iron punched with holes?—A. No, sir; there were no holes in it. It was perfectly good iron.

Q. Was there any other iron that struck you as not being such as naval people should sell, besides those three different lots?—A. Yes, sir; there was some iron about 18 inches wide and about 1½ inches thick.

Q. Was that plate-iron for monitors?—A. No, sir; it was too light to be used for that.

Q. How long were the bars?—A. About 12 or 15 feet; some of them, perhaps, were not over 8 feet long.

Q. Were they in good condition?—A. Yes, sir.

Q. Were there any holes punched in them?—A. No, sir.

Q. Had they ever been worked?—A. No, sir.

Q. How much was there of that kind?—A. There was a very small pile of that kind; I do not suppose there was over ten tons.

Q. Was there any iron there which struck you as being iron that the navy-yard ought not to have sold?—A. It struck me as being very good iron.

By Mr. BURLEIGH:

Q. Were there any other lots that you thought would have been adapted for the naval service?—A. No, sir, I could not say that there was; there were some very good things among the scrap-iron.

Q. Were they such pieces as you observe in general use?—A. You would see, occasionally, among them very good things—eyes and thimbles and things of that kind.

By Mr. HARRIS:

Q. The iron which you say struck you as good, new iron, which never had been worked, is the iron which has all gone out of your warehouse?—A. Yes, sir; it was sold to blacksmiths and different people in town.

Q. Was there not considerable demand among blacksmiths for that iron?—A. Yes, sir; there were a good many people inquiring about it from time to time.

Q. Did they come with orders to have so much of a certain kind of iron delivered?—A. Yes, sir.

By Mr. BURLEIGH:

Q. You say some of this iron delivered there was not weighed by you, and you do not know anything about the weight?—A. Yes, sir.

Q. How large a proportion of it?—A. I did not weigh a lot of shot and shell; it was put into a boat, and I took their weight when they weighed it down at Wilmington, where it was delivered; it was quite a large lot; I took their weight at 162 tons.

Q. You did not store it?—A. Yes, sir; I had it in the warehouse; I took their weights in several lots; we did not want to go to the expense of weighing it, and I was satisfied that they would give me the right weight.

Q. Were there any lots which were such as could be used by blacksmiths, that were delivered to you not weighed?—A. I think all the good iron had been weighed; the only lots that I did not weigh were the lots of scrap-iron.

Q. You mean promiscuous iron?—A. Yes, sir.

Q. That went out without being weighed?—A. Yes, sir; some of it, but not all of it.

Q. Do you know how much there was of that?—A. A small proportion compared with the whole.

Q. How many tons should you think?—A. I do not believe 400 tons went out that we did not weigh.

Q. You do not mean to count the shell in that?—A. No, sir; the greater portion of it was weighed. A comparatively small portion was not weighed.

By Mr. JONES:

Q. Whom did you understand this iron was stored by which came from the navy-yard?—A. Seyfert, McManus & Co.

By Mr. BURLEIGH:

Q. Do you know whom that 400 tons went to that you speak of as being delivered besides the shot and shell which were not weighed?—A. I could not say from memory; the orders will show.

Q. Something has been said about some iron going to Greenwich Point; do you know anything about that?—A. I never knew any to go there.

Q. Did any go from your warehouse?—A. Not to my knowledge. Greenwich Point is on the way to League Island.

Q. Do you know of any scows going there and delivering material?—A. No, sir; I never heard of any.

PHILADELPHIA, April 18, 1876.

JAMES P. SCOTT sworn and examined.

By Mr. HARRIS:

Question. You are treasurer of the Pennsylvania Warehousing Company?—Answer. I am the secretary and treasurer.

Q. What goods, iron, or material have you on storage for individuals that you understand came from the navy-yard of this city?—A. I have brought with me a transcript of all the iron received for storing, and all the deliveries we have made, and of the different parties in whose names the deposits were made. That was brought to us partly by barges and partly by drays.

Q. You have certain property on storage for Nathaniel McKay?—A. Yes, sir.

Q. The transcript reads, "December 25, 1875, received of Nathaniel McKay 16 gun-carriages, 16 gun-slides, and one box bolts; January 23, 1876, received of N. McKay 16 gun-trucks or wheels. Delivered April 4, 1876, 16 gun-trucks or wheels." Gun-slides are made of composition, are they?—A. I never have seen them.

Q. You have no interest in any goods in your warehouse except for the storage rates, no money being advanced by you on them?—A. No, sir.

Q. What is your real business?—A. Storing and taking care of goods.

Q. Do you advance money on goods on commission?—A. No, sir; we are quite a new company, not having been in business but two years; and at first we had some money on hand, which we used in that way, accommodating some of our customers; but since our arrangements have been perfected we have not made any such advances at all.

Q. But your warehouse-receipts are good in the hands of the holder?—A. Yes, sir; and he can indorse them over to any party whom he wishes. I now produce receipt of iron stored in warehouse on Queen street, as follows:

Received.		IRON.		Delivered.	
1875.	Tons.			1875.	Tons.
Aug. 24. Seyfert, McManus & Co.	302 $\frac{895}{2240}$			10, 20—100; 11, 17—11 $\frac{1}{2}$	111 $\frac{1}{2}$
Sept. 1. Seyfert, McManus & Co.	111 $\frac{1366}{2240}$				
Sept. 13. Seyfert, McManus & Co., 15 tanks, said to weigh 14 tons.					
Sept. 15. Seyfert, McManus & Co.	89 $\frac{1221}{2240}$				
Nov. 4. Seyfert, McManus & Co.	10 $\frac{737}{2240}$				
Nov. 16. N. McKay, 73 cases of machinery.					
Nov. 20. Seyfert, McManus & Co., copper, unknown quantity	24 $\frac{714}{2240}$			taken in unknown, weighed on de- livery, 11, 22, '75—6 $\frac{38}{16}$; 11, 24, '75—11 $\frac{1}{2}$; 1, 14, '76, —6	24 $\frac{465}{2240}$
shells, unknown quan- tity	162			12, 7, '75	162
scrap-iron, unknown quantity	47			12, 7, '75	47
scrap-iron, unknown quantity	13 $\frac{1200}{2240}$			1, 20, '76	13 $\frac{1200}{2240}$
Nov. 26. Seyfert, McManus & Co., unknown quantity composition	9 $\frac{1428}{2240}$			12, 21, '75—4 $\frac{184}{2240}$; 12, 24, '75—5 ..	9 $\frac{184}{2240}$
unknown quantity brass tubes	10 $\frac{2104}{2240}$			12, 3 and 4, '75	10 $\frac{2104}{2240}$
Nov. 27. Seyfert, McManus & Co., brass, &c	34 $\frac{608}{2240}$			12, 22, '75—8 $\frac{2080}{2240}$; 1, 10, '76—13 $\frac{880}{2240}$; 1, 12, '76—3; 1, 14, '76—7 $\frac{787}{2240}$; 1, 15, '76—1; 1, 20, '76—5 $\frac{53}{2240}$	33 $\frac{2060}{2240}$
Dec. 1. Seyfert, McManus & Co., 9 cannons.				12, 7, '75—2; 12, 8, '75—3; 12, 9, '74 —4=9.	
Dec. 3. Seyfert, McManus & Co., bar-iron	44 $\frac{802}{2240}$			1, 26, '76—7 $\frac{1416}{2240}$; 2, 25, '76—36 $\frac{1626}{2240}$..	44 $\frac{802}{2240}$
cast-iron	9 $\frac{1304}{2240}$			1, 20, '76	9 $\frac{1364}{2240}$
hoop-iron	6			12, 7, '75	6
Dec. 9. Seyfert, McManus & Co., unknown quantity rolled iron	61 $\frac{1078}{2240}$			Weighed on delivery, 1, 11, '76—7 $\frac{2116}{2240}$; 2, 15, '76—12 $\frac{80}{2240}$; 2, 15, '76—25 $\frac{408}{2240}$; 2, 17, '76— 4 $\frac{216}{2240}$; 2, 17, '76—2 $\frac{1065}{2240}$; 2, 17, '76 —9 $\frac{1575}{2240}$	61 $\frac{1078}{2240}$
unknown quantity wrought, scrap	80 $\frac{953}{2240}$			1, 20, '76—53 $\frac{200}{2240}$; 1, 24, '76—2 $\frac{1867}{2240}$; 1, 31, '76—1; 2, 18, '76—2 $\frac{1125}{2240}$; 2, 19, '76—13; 2, 19, '76—3	80 $\frac{953}{2240}$
unknown quantity chain	2 $\frac{673}{2240}$			1, 11, '76	2 $\frac{673}{2240}$

		IRON.	
<i>Received.</i>		<i>Delivered.</i>	
1875.	Tons.	1875.	Tons.
Dec. 16. Seyfert, McManus & Co., un known quantities shot	22 ¹⁸⁹⁰ ₂₂₄₀	Weighed on delivery, 12, 24, '75	22 ¹⁸⁹⁰ ₂₂₄₀
un known quantities scrap-iron	26 ⁷⁹⁰ ₂₂₄₀	1, 24, '76—2 ¹⁷⁹⁰ ; 4, 11, '76—24	26 ¹⁸⁸² ₂₂₄₀
un known quantities wrought iron	45 ¹⁵³²	1, 20, '76—9 ¹⁶⁰⁵ ; 1, 20, '76—19 ⁴⁵ ; 1, 21, '76—7 ¹²⁷⁰ ; 1, 22, '76—7 ¹⁵⁸² ; 2, 3, '76—1 ¹⁵¹⁰	45 ¹⁵³²
un known quantities tank-iron	2 ³⁹⁵	2, 4, '76—1 ¹⁰⁰ ₂₂₄₀ ; 2, 3, '76—1 ¹⁵³⁵	2 ³⁹⁵
un known quantities machinery, &c.....	6	1, 12, '76	6
Dec. 22. Seyfert, McManus & Co., tubes.....	16	1, 19, '76	16
Dec. 29. N. McKay, a lot of ship- knees, said to be 450.			
1876.			
Jan. 20. N. McKay, 16 trucks. 1 iron bar. 12 wooden rollers. 12 lumber cant-bars. 2 rope-falls. 4 blocks.			

The weight of some of the material was unknown when it was put in, and, to save the parties who stored it an additional expense, it was weighed going out.

(To the witness.) Referring to the above list, state whether there are items there of which the weight has not yet been ascertained.—A. Yes, sir. "Fifteen tanks, said to weigh 14 tons;" we cannot tell exactly about that. "Seventy-three cases of machinery;" that is a matter that we would not ascertain by weight. We would take them at so much a case.

Q. Do you know what kind of metal that machinery is?—A. No, sir; I never saw it opened.

Q. That stands to the credit of Nathaniel McKay?—A. Yes. Nine cannon that were there have gone out. We never found out what they weighed. They were charged by the piece.

Q. Did those pass to the credit of Seyfert & McManus?—A. They put them there, and we delivered them to their order. Of course we do not take the ship-knees by weight, but charge so much per month for space. "Sixteen trucks, one iron bar, twelve wooden rollers, and twelve lumber-cart bars," are items that simply take up space. We would not ask the weight of them.

Q. Is there not a large amount of iron lying in the shed on the wharf which has not been weighed?—A. That is 302 tons and 895 pounds. We charge them storage on that. That was their weight.

Q. Do you know how that came there, or in what manner it was brought there?—A. I do not.

Q. Then the only item on your list which refers to that heavy iron in the warehouse at Queen street, and in the shed on the wharf, is that item of 300 and odd tons, in which the weight has not been determined?—A. Yes; that was their weight.

Q. Have you delivered any of that iron?—A. I cannot say.

Q. Does your account show that you have?—A. No, sir. I believe it is all there. We have a certificate outstanding for it.

Q. When that iron is taken from you, will it be weighed or may it be delivered without weight?—A. If delivered to parties who put it in, and they are satisfied to take it on the same terms that we had taken it—that is, on their own weights—then it would not be weighed. It would cost considerable to weigh that iron.

Q. Are you aware, or were you ever aware, that the iron was delivered by the United States authorities to McKay or Seyfert, McManus & Co., the weight to be determined after the delivery to you?—A. No, sir. I never heard of such a thing.

Q. So that, if there is a thousand tons there, and you should see fit to deliver that to Seyfert, McManus & Co., at what they called it when putting it there, you would consider yourself discharged?—A. Yes, sir.

Q. And that is a thing that might occur?—A. Yes, sir, that might occur.

Q. So that no matter what the quantity, if you were contented to take it at an estimated weight, you would be also contented to deliver it at that weight?—A. Yes, sir.

Q. And you would not feel called upon to weigh it for any reason?—A. No, sir; and if that certificate was transferred to another party, and they called for 302 tons, and if we had weighed it out, and found that there was a thousand there, we would not consider that we owned that 700 tons, which we would otherwise.

Q. Suppose you had an order from them to deliver the same number of tons of iron, would you then weigh it?—A. I think that we would not weigh it. We would not, of course, deliver it without the certificate.

Q. Would you not deliver a portion of it, if called for?—A. Yes, sir; if the certificate was brought to us we would weigh out what might be called for and charge so much for it.

Q. Suppose he wrote on the back of the receipt the same weight exactly that is on it, would you weigh it, then, or would you treat it as calling for the whole amount and hand the whole lot over?—A. I think we would hand the whole lot over.

Q. Then if I should become the holder of that receipt, produce it there, and ask for the delivery, you would give me the whole quantity?—A. Yes; we consider ourselves liable for that certain lot of iron.

Q. Have you ever had any notice from the parties depositing there that you were to weigh that iron and give certificates of the quantity to the Government?—A. No, sir.

Q. You have had no notice of any such intention?—A. No, sir.

Q. Has any officer connected with the navy-yard ever called on you in reference to the subject?—A. No, sir.

Q. Has there been any correspondence between you and Commodore Preble or anybody else from the navy-yard notifying you that that iron was put there on the condition that it should be weighed by your house and an account of it kept?—A. No, sir.

Q. Have you given certificates of the weights of the other items there as you have weighed them?—A. The other lots of iron were weighed going out. We took them, but issued no certificates on them, I believe. In many cases they asked us to have it weighed for them, and, having sworn weighmen, we had it weighed and rendered them a certificate.

Q. Then there were other quantities of iron received, not weighed at the time?—A. Yes, sir. All these lots of iron marked unknown quantities mean that we took the stuff on storage to accommodate them, and made no rates at all, telling them that we should charge them so much a ton and weigh it going out. That saved them a double weighing. The expense of weighing is usually twenty-five cents a ton.

Q. Have you had those weights all made by a sworn weighmaster?—A. Yes, in all cases.

Q. And have given certificates of the exact weight to the parties owning it?—A. I believe so, sir.

Q. And you don't know that it is not the intention of the parties to do the same with the quantities yet unweighed?—A. No, sir. I cannot tell you anything about that.

Q. What is your rate of storage per ton per month or per year?—A. The warehouse where this iron is stored is intended solely for cotton storage in one season, and sugar in another. We have a branch of our storage business that we devote exclusively to iron, in Perth Amboy and Allentown, and we have a fixed rate of storage.

Q. What is the ordinary rate of storage?—A. Ten cents a ton for the first month and five cents for each succeeding month. Then we charge five cents each way for the weighing of the iron, and twelve and a half cents a ton for receiving and piling it in, and twelve and a half cents for piling and loading it on the cars. We agree in our certificates to deliver on board the cars free. It figures up a dollar a ton a year exactly. For one month it would be forty-five cents, thirty-five cents of that being for the handling and weighing and ten cents for storage, and then for eleven months it would be only fifty-five cents additional.

Q. I notice in the first item on your list, under date of the 16th of December, you say, "unknown quantity shot, scrap-iron, wrought iron, tank, machinery, &c." Upon the other side of that account, against each of the items, is "weighed on delivery, shot, 22 tons and 1,890 pounds; scrap-iron, 26 tons and 1,882 pounds; wrought iron, 45 tons and 164 pounds; tanks or tank-iron, 2 tons and 395 pounds; machinery, 6 tons." As I understand it from your statement those have all been delivered and gone out, and they have been weighed on delivery?—A. Yes, sir.

Q. Then as to the tubes, under the head of December 22, you have delivered those tubes, and in delivering them they weighed 16 tons?—A. Yes, sir.

Q. I find under date of September 1, quantity of iron delivered to you and since removed, 111½ tons. I also find Seyfert & McManus delivered to you August 24, 1875, a quantity of iron which does not appear to have been delivered by you to anybody, but you say it weighed 302 tons and 895 pounds. How was that ascertained?—A. We accepted their weights for it.

Q. That amount of iron is still on hand?—A. Yes, sir.

Q. Then I find 15 tanks on hand, said to weigh 14 tons; also weighed in to you 89 tons and 1,921 pounds in one item; also 10 tons 737 pounds in one item, credited to Seyfert, McManus & Co.; also Nat. McKay, 73 cases of machinery on hand. I also find an item to Seyfert, McManus & Co., bar-iron. The quantity is not stated, and it has not been delivered?—A. No, sir.

By Mr. JONES :

Q. Did you understand when this came in that you were to weigh it and give a sworn certificate to Seyfert, McManus & Co.?—A. No, sir; I never heard such a request made.

Q. You took your original weight on this memorandum of which you have spoken, from the parties that you stored it for?—A. Yes. With regard to that lot of 302 tons and other lots, we took it without knowing the weight until we delivered it, and then we had it weighed.

Q. Whom did you deliver the certificate of weight to?—A. I don't know that.

Q. Did you deliver to Seyfert, McManus & Co. the amount of these lots that were sold?—A. I don't remember that. I am not at the warehouse.

Q. You never were notified that that iron was to be weighed out and settled for to the Government on your sworn certificate?—A. No, sir.

By Mr. HARRIS :

Q. The only quantity of iron that you have received at a supposed weight is the 302 tons?—A. Yes, sir.

Q. All the other unknown quantities you received as unknown quantities without fixing any estimated weight to them, but ascertained their weight on delivery, by a sworn surveyor in your own employ?—A. Yes, sir.

By Mr. BURLEIGH :

Q. And so far as the iron has been delivered it has been weighed?—A. Yes, sir, as shown by those deliveries in our books. There are two other lots, one of 89 tons 1,921 pounds and one of 10 tons 737 pounds, which are not yet delivered.

Q. Were those weighed in?—A. Yes, sir.

Q. Are these estimated or actual weights?—A. I cannot tell that. I don't know.

Q. Were not those received as unknown quantities?—A. No, sir; they are not marked so on the books. The only lots that are received as unknown quantities, I should judge from the books, are those so marked. These are all marked under the head of "Receipts unknown," and then when they were delivered they were marked "Weighed on delivery." There is also an item of brass, &c., 34 tons. It did not weigh quite 34 tons when weighed out. That is an error in our books for which I cannot account. There are two instances where that occurred.

Mr. Scott subsequently appeared before the committee and presented the following paper as part of his testimony :

Weigher's certificate.

Weighed, Philadelphia, November 22, 1875, April 11, 1876, for Pennsylvania Warehousing Company, sundry lots composition metal and iron at Queen street :

	Pounds.
1875.	
Nov. 22. Old copper and brass, gross weight	15,000
Nov. 23. Old copper and brass, gross weight	26,000
Dec. 1. Old copper and brass, gross weight	788
Dec. 3. 972 copper tubes, gross weight	24,594
Dec. 22. 416 pieces red metal, gross weight	20,009
1876.	
Jan'y 11. Iron-chains, gross weight	5,153
Jan'y 11. Composition-metal, gross weight	30,000
Jan'y 12. Composition-metal, gross weight	6,720
Jan'y 14. Composition (79 rims) metal, gross weight	10,922
Jan'y 14. Composition-metal, gross weight	18,985
Jan'y 19. Composition-metal, gross weight	2,194
Jan'y 26. Bar-iron, gross weight	16,277
April 11. Scrap-iron, gross weight	53,583

JOS. L. DAVIS & CO.,
Weighers.

N. McKAY,

1110 Girard Street, Philadelphia, April 4, 1876.

NICH'L BIDDLE, Esq.,

Pennsylvania Warehouse and Safe Deposit Company :

DEAR SIR: Please deliver to the order of A. Purvis & Son sixteen pieces of bronze gun-carriage trucks held in storage at your stores for me, and send me the bill for storage.

I am, respectfully,

N. McKAY.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.,
NORTHWEST CORNER THIRD & CHESTNUT STREETS, SECOND FLOOR,
Philadelphia, April 22, 1876.

W. C. WHITHORNE, Esq.,

Chairman of Naval Examining Committee of House of Representatives :

DEAR SIR: Your favor of 19th received. Please find herewith documents covering your request in same. The number of details embraced in your request will account to you for our delay in forwarding same.

Very respectfully,

JAMES P. SCOTT,
Secretary and Treasurer.

PHILADELPHIA, December 14, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to C. T. Hollbrook & Co.: All the rod-brass in store on Swanson street.

SEYFERT, McMANUS & CO.
REYNOLDS.

DECEMBER 22, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: 20,000 pounds bronze metal for shipment by Clyde line to Humber, Keller & Co.

SEYFERT, McMANUS & CO.
W. P. REYNOLDS.

FEBRUARY 14, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: All the flat and round and square bars, excepting 8 x 2 and 4 x 3 4 x 30 feet, lying in warehouse, and six pieces of flat iron on wharf.

SEYFERT, McMANUS & CO.
MAYS.

For JOHN BAIZLEY.

FEBRUARY 8, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT Co.:

Deliver the following to bearer: All the round and square bar-iron lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

For MORRIS, WHEELER & Co.

PENNSYLVANIA WAREHOUSING Co.:

Please deliver J. H. Baizley such iron as was selected by Mr. McKay, and report weight of same to us.

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 10, 1876.

JANUARY 10, 1876.

PENNSYLVANIA WAREHOUSING Co.:

GENTLEMEN: Please deliver to the order of N. McKay 30,000 pounds (thirty thousand pounds) of old bronze metal and send us mem. of wt. of same.

Yours, respectfully,

SEYFERT, McMANUS & CO.
MAYS.

Please deliver above to Mr. Gardenier, the above.

SEYFERT, McMANUS & CO.
MAYS.

(Indorsed :) N. McKay, per Edwd. E. Gardenier.

FEBRUARY 12, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: All the round and square bar-iron in warehouse.
SEYFERT, McMANUS & CO.
MAYS.

For C. W. & H. W. MIDDLETON.

DECEMBER 3, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to Winsor Line: All brass tubes in store.
SEYFERT, McMANUS & CO.
REYNOLDS.

DECEMBER 6, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to boat ———: Lot wrought scrap-iron for J. Roebling & Sons, Trenton, N. J.

SEYFERT, McMANUS & CO.
REYNOLDS.

DECEMBER 4, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to boat, to be consigned to Diamond State Iron Company, Wilmington, Del.: Load of shot and grape and canister.

SEYFERT, McMANUS & CO.
REYNOLDS.

NOVEMBER 23, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer, to Cooper, Jones & Cadbury: 26,000 pounds composition.

SEYFERT, McMANUS & Co.
REYNOLDS.

NOVEMBER 22, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to Reyburn, Hunter & Co.: 15,000 pounds small composition.
SEYFERT, McMANUS & CO.
REYNOLDS.

JANUARY 11, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: Three tons of old composition for Zaus & Hartman.
SEYFERT, McMANUS & CO.
MAYS.

JANUARY 13, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: The brass screws and copper pipe in warehouse on Swanson street.

SEYFERT, McMANUS & CO.
MAYS.

DECEMBER 6, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to Jas. Moore: Nine cannon on extreme end of wharf.
SEYFERT, McMANUS & CO.
REYNOLDS.

JANUARY 25, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer, Mr. Miller: The 8 by 2 iron in warehouse.
SEYFERT, McMANUS & CO.
MAYS.

FEBRUARY 25, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Lot flat-bar scrap-iron stored December 3, 1875, weighing $36\frac{1}{2}\frac{23}{40}$ tons.

SEYFERT, McMANUS & CO.
REYNOLDS.

PHILADELPHIA, *December 22, 1875.*

PENNSYLVANIA WAREHOUSING & S. D. CO.:

GENTLEMEN: Please deliver to A. Purves & Son, or order, all the yellow metal now in stores on Swanson street.

SEYFERT, McMANUS & CO.
REYNOLDS.

JANUARY 25, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: The wrenches and anchor-trips in warehouse and one-half in square iron.

SEYFERT, McMANUS & CO.
MAYS.

To JOHN BAIZLEY.

FEBRUARY 18, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Scrap-iron, old rails, &c., and armor-plate lying in warehouse, including everything but the flat bar-iron.

SEYFERT, McMANUS & CO.
MAYS.

FEBRUARY 18, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: The eight heavy bars piled in warehouse, size 14 by $3\frac{1}{2}$ by 23 feet.

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 27, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: Shafting and pulleys lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

JOHN BAIZLEY.

JANUARY 17, 1876.

PENNSYLVANIA WAREHOUSING CO.:

Please deliver the boat-davits on wharf along with crank and plate.

Yours,

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 22, 1876.

PENNSYLVANIA WAREHOUSE & S. D. CO.:

Deliver the following to bearer: The pile of compression serews, &c., in warehouse.

For BURNHAM, PARRY, WILLIAMS & CO.,
SEYFERT, McMANUS & CO.,
MAYS.

DECEMBER 30, 1875.

PENNSYLVANIA WAREHOUSING CO.:

DEAR SIR: Please deliver to bearer the cast and small wrought iron lying on Queen-street wharf and in warehouse belonging to us.

Yours, respectfully,

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 21, 1876.

PENNSYLVANIA WAREHOUSING & S. D. CO.:

Deliver the following to bearer: All the Scotch pig-metal on wharf, for Morris, Tasker & Co.

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 17, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: All the boiler-tubes in store belonging to us.

SEYFERT, McMANUS & CO.
MAYS.

Also the heavy wrought iron on wharf and such bars as Mr. Miller will select in warehouse.

S., McM. & CO.

JANUARY 31, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: The shot-hooks and pieces of railroad-iron lying in warehouse.

SEYFERT, McMANUS & CO.
MAYS.

For C. WINCH.

FEBRUARY 2, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: The old heater lying on wharf.

SEYFERT, McMANUS & CO.
MAYS.

FEBRUARY 21, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

Deliver the following to bearer: The old boiler lying on wharf, and all the galvanized iron.

SEYFERT, McMANUS & CO.
MAYS.

For JOHN BAIZLEY.

APRIL 6, 1876.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

GENTLEMEN: Please deliver to Messrs. Burnham, Parry, Williams & Co., or order, the wrought scrap-iron from the Constitution, about 50 tons, more or less, all to be delivered, and oblige

SEYFERT, McMANUS & CO.

Please deliver iron to bearer.

BURNHAM, PARRY, WILLIAMS & CO.,
Per WM. HOBART BROWN.

DECEMBER 23, 1875.

PENNSYLVANIA WAREHOUSING & S. D. Co.:

DEAR SIR: Please deliver to Warner's Line the old shot lying on Queen-street wharf, belonging to us.

Yours, respectfully,

SEYFERT, McMANUS & CO.
MAYS.

JANUARY 10, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT Co.:

Please deliver the engine and punch and heavy wrought-iron scrap to Mr. Miller or order.

SEYFERT, McMANUS & CO.
MAYS.

PHILADELPHIA, January 14, 1876.

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT Co.:

Deliver the following to A. Purves & Son: All the Government bronze and any yellow metal belonging to us.

SEYFERT, McMANUS & CO.
MAYS.

Also the old sheet-iron and one stack on the wharf.

PHILADELPHIA, *February 12, 1876.*

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to bearer: One lot of five-inch round iron lying in warehouse.
SEYFERT, McMANUS & CO.
MAYS.

For THEO. BAIZLEY.

PHILADELPHIA, *January 25, 1876.*

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to bearer: The old boiler on wharf.
SEYFERT, McMANUS & CO.
MAYS.

For JESSE C. MECUTCHIN.

PHILADELPHIA, *January 14, 1876.*

PENNSYLVANIA WAREHOUSING & SAFE DEPOSIT CO.:

Deliver the following to bearer: One smoke-stack on wharf.
SEYFERT, McMANUS & CO.
MAYS.

Memorandum.

JANUARY 8, 1876.

From Seyfert, McManus & Co., 631 Chestnut street, Philadelphia, to Pennsylvania Warehousing Company.

Please deliver to bearer all the pipe belonging to us.

SEYFERT, McMANUS & CO.
MAYS.

OFFICE SEYFERT, McMANUS & Co.,
631 Chestnut Street, Philadelphia, December 1, 1875.

PENNSYLVANIA WAREHOUSING COMPANY:

GENTLEMEN: You will please have this small lot of metal and iron (mixed) weighed and placed in the store-rooms where the first lot of metal was stored. And then weigh out of this lot still there, 807 pounds metal. Be careful to weigh no pieces that have iron in them, and deliver same to bearer.

Yours, truly,

W. P. REYNOLDS.

PHILADELPHIA, *November 17, 1875.*

Messrs. THE PENNSYLVANIA WAREHOUSING AND SAFE-DEPOSIT COMPANY:

DEAR SIR: Please deliver to bearer, (Hugh McLister,) balance of the scrap-iron on your wharf, about 11½ tons, belonging to,

Yours, truly,

NAYLOR & CO.
Per GEORGE C. HAGNER.

No. 2501.]

PHILADELPHIA, *October 14, 1875.*

Messrs. PENNSYLVANIA WAREHOUSING AND SAFE-DEPOSIT COMPANY,

Queen-Street Wharf:

Please deliver to schooner Anna Barton, or order, the following scrap-iron, viz: quantity scrap-iron on your wharf, about 111½ tons.

NAYLOR & CO.
Per GEORGE C. HAGNER.

APPENDIX.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
September 24, 1875.

SIR: The expense of preparing means for placing the stores, &c., on board the chartered ferry-boat Burlington, and of discharging the same at League Island, as well as of running her, will be chargeable to Construction and Repair.

Very respectfully, your obed't serv't,

I. HANSCOM,
Chief of Bureau.

Commodore Geo. H. PREBLE, U. S. N.,
Comd't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIÈVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
September 27, 1875.

SIR: Herewith please find charter-party for the steam ferry-boat Burlington, to be executed by Wood, Dialogue & Co., per owners, whom you will please notify.

When the instrument is executed by that firm, you will please cause a copy of the same to be made for the use of your office, forwarding the original to the bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. HENRY PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia.

This charter-party, made and concluded between the New Jersey Navigation Company, a corporation chartered by the State of New Jersey, and owners of the steam ferry-boat Burlington, of 814.19 tons burden, of the first part, and Isaiah Hanscom, Chief of the Bureau of Construction and Repair, acting under the authority of the Navy Department of the United States for and in its behalf, party of the second part, witnesseth:

That the said party of the first part, in consideration of the covenants hereinafter mentioned to be kept and performed by the said party of the second part, does covenant and agree to charter, and by these presents doth charter and let to the said party of the second part, the said steam ferry-boat Burlington, in her present condition, for a period of six months, or until such time as the service for which she is chartered is fully completed and performed; provided, however, that in case the said party of the first part should sell the said steam ferry-boat Burlington, the said party of the second part shall and will deliver up said boat and discharge said charter upon thirty days' notice being given by the said party of the first part.

The party of the first part further agrees to sell the steam ferry-boat Burlington to the said party of the second part at any time during the first four months of this charter, for such a price, to be previously agreed upon, as the Navy Department may deem to be her fair market-value, and that all payments that may have been made under this charter up to the time of purchase shall be deducted from the purchase-price, the difference between the amount of charter-money thus paid and the value of the vessel as agreed upon, to be accepted and received by the said party of the first part as payment in full for the said vessel, and a receipt to that effect to be given. Further, if at the time of purchase any charter-money remains unpaid, it is hereby agreed by the said party of the first part that no claim for the same shall be presented, but that it shall be treated as if fully acquitted and paid; the said party of the first part further agrees, in the event of the purchase of the said vessel by the United States Navy Department, under the terms aforesaid, to make full and sufficient title therefor.

And it is further agreed that the said party of first part hereby gives, during the continuance of this charter, the steam ferry-boat Burlington into the sole and entire control of the proper officers of the Navy Department, it being hereby agreed and understood that the entire expense of running the vessel during the time embraced by the charter shall be borne by the Navy Department, and the said party of the second part, in consideration of the covenants and agreements herein set forth, to be kept and performed by the said party of the first part, hereby agrees with the said party of the

first part to charter, under the conditions herein specified, the said steam ferry-boat Burlington, for the said period of six months, or for such a period as may be required, or for the period until sold, demanded, and returned, if shorter period than the above mentioned, and to yield and pay for her use the sum of one thousand dollars per month for each and every month she may be employed in the United States service under this charter, and at that rate for any fractional part of the month; payment of the charter-money to be made monthly, in bills in triplicate certified and approved by the commandant of the Philadelphia navy-yard. The party of the second part further agrees with the party of the first part that if the said steam ferry-boat Burlington shall not be purchased by the Navy Department during the time stated in this charter, she shall be returned to the said party of the first part in the same order and condition that she now is in, ordinary wear and tear that a steam ferry-boat is subject to excepted. It being at the same time understood that the marine and other risks are to be borne by the Navy Department while the said vessel is in its service.

In testimony whereof the party of the first part, by the hand of its president and its corporate seal, and the party of the second part hereby set their hands and seals this the ninth day of October, A. D. 1875.

(Signed)

NEW JERSEY NAVIGATION CO., [SEAL.]
By JNO. B. WOOD, *Pres't.*

(Signed)

I, HANSCOM, [SEAL.]
Chief of Bureau Construction and Repair.

Attest:

(Signed)

H. A. GOLDSBOROUGH.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 12, 1876.

I certify the foregoing is a true copy.

Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Oct. 1st, 1875.

SIR: Your letter of the 30th ult., (No. 179,) relative to persons necessary to form the crew of the "Burlington," has been received, and you are authorized to employ the same at regular rates of wages. With regard to the engineer, if Mr. Kendall can obtain a license and is a suitable person, the bureau has no objection to his employment, but it has no one specially in view for that position.

Very respectfully, your obed't serv't,
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Com'd't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

THOS. C. BESSELIEVRE,
Chief Clerk.

COMMANDANT'S OFFICE, U. S. NAVY-YARD,
Philadelphia, 15th Oct'r, 1875.

SIR: You will submit to me for my approval and the approval of the Bureau of Construction & Repair, the number of men and rates of pay you would propose for the officers and crew of the chartered ferry-boat "Burlington," which is to be run at the expense of the construction department.

You will further estimate and report to me what will probably be the monthly running expense of the boat.

Respectfully, &c.,

GEO. HENRY PREBLE,
Commodore Comm'd't.

Ass't Naval Constructor J. B. HOOVER, U. S. N.,
Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVAL CONSTRUCTOR'S OFFICE,

U. S. Navy-Yard, Philad'a, Oct. 16th, 1875.

SIR: In reply to your order of the 15th inst., I have to say that it is proposed to employ the following persons on the chartered ferry-boat "Burlington," viz:

1 captain	@ \$5 00 per diem.
1 engineer	" 3 00 " "
1 wheelman	" 3 00 " "
1 fireman	" 2 60 " "

As per schedule of wages for the present quarter.

3 deck-hands, }	Employed as laborers, detailed to the boat and paid as detailed laborers, per schedule, which at present is \$2.00 per diem.
1 oiler, }	
1 cook, }	
1 steward, }	

The estimated expense for running the boat, monthly, is about fifteen hundred dollars, (\$1,500.)

I am, sir, very respectfully, your obed't serv't,
(S'gn'd)

JOHN B. HOOVER,
Ass't N. Constructor, U. S. N.

Commodore GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the foregoing is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

CAMDEN, N. J., Oct. 26th, 1875.

Com. PREBLE:

DEAR SIR: Referring to the St. Burlington, would that, if you find the slightest difficulty in operating her, would, at your request, and *free of charge*, either call in person or send a competent man from the works to demonstrate to you that she is all right and perfect to handle.

Res't,

WOOD, DIALOGUE & CO.,
Per J. H. D.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the foregoing is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, Philad'a., Nov. 1st, 1875.

SIR: Referring to the letter of Mess'e's "Dialogue and Wood," dated 26th ulto., relative to the condition of the ferry-boat "Burlington," I have to recommend that they be requested to make such repairs to the "smoke-stack" as may be necessary, the same being in a dangerous condition at present. New bell-wires (engine) are also required.

I am, sir, very respectfully, your obed't serv't,
(S'gn'd,)

JOHN B. HOOVER,
Ass't N. Constructor, U. S. N.

Commodore GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 4, 1876.

SIR: Referring to your letter of the 3d instant, No. 71, relative to the Burlington, you will keep her in use until further instructed by the Department.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Capt. C. H. WELLS,
Commandant Navy-Yard, League Island.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR.

Nov. 3rd, 1874.

SIR: The bureau's offer of \$8,500 for the steam-yacht Sea-Weed having been accepted by her owner, Mr. Edwin A. Gaskill, he has been instructed to deliver her to you, and when so delivered you will please have her received accordingly.

The gradual moving of timber and other materials, with machinery and tools, from the yard under your command to League Island, has been directed by the Department so far as relates to this bureau; and for the purpose of facilitating in towing timber-rafts, loaded scows, machinery and tools, and transporting workmen, the tug Sea-Weed has been purchased by this bureau, and in order to make it as light as possible you will please direct the naval constructor to have her kept ready for that purpose, who will select an engineer, fireman, and pilot, from those on the construction-rolls, to be employed in the yard when not engaged in running the tug.

The seller has been instructed to hand to you, when turning over the boat, the usual bill of sale to the Navy Department of the United States, which, when received, you will please transmit to the bureau.

Very respectfully, &c., your obed't serv't,
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

Commodore Geo. H. PREBLE, U. S. N.,
Command't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the within is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 5th, 1874.

SIR: Referring to your letter of the 4th inst., (No. 176,) you will please direct that the Sea Weed be made perfectly tight.

Very respectfully, your obed't serv't,
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant, Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

COMM'D'T'S OFFICE, U. S. NAVY-YARD,
Philadelphia, Nov'r 5th, 1874.

SIR: You will take an inventory, in duplicate, of all the articles now on board the Sea Weed, and transmit it to me as soon as practicable.

Respectfully, &c.,
(S'gn'd)

GEO. HENRY PREBLE,
Commodore, Command't.

Naval Constructor E. HARTT, U. S. N.,
Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

Inventory of articles on board Sea Weed.

FURNITURE, &c.

3 cushions.	1 high stool.	3 counterpanes.
1 pair curtains.	10 life-preservers.	2 towels.
12 camp-stools.	1 set of awnings.	1 looking-glass.
1 table-cover.	7 blankets.	1 picture.
2 pillow-cases.	1 bed-spread.	1 set of berth-straps.
1 set of eolors.	6 pillows.	

DISHES, &C.

9 goblets.	1 bread-roller.	1 cream-cup.
1 pitcher.	1 basket.	1 lemon-squeezer.
1 caster.	1 water-cooler.	1 case knives.
15 cups and saucers.	25 dishes.	1 potatoe-masher.
2 salt-cellar.	6 soup-dishes.	1 chopping-knife and tray.
3 meat-dishes.	6 breakfast-dishes.	1 coffee-mill.
2 salvers.*	2 sugar-bowls.	
1 butcher-knife.	5 vegetable-dishes.	

COOKING UTENSILS.

2 coffee-pots.	1 tin kettle.	1 tea-can.
2 tin boilers.	2 cooking-pans.	1 sauce-pan.
1 ice-pick.	1 tea-pot.	

LAMPS, &C.

1 set of running-lights.	1 cabin-chandelier.	1 lot lamp-wicks.
2 lamp-chimneys.	5 lamps.	

MISCELLANEOUS.

3 axes.	1 ash-bucket.	1 set fire-tools.
2 branch-pipes.	1 anchor and chain.	6 water-buckets.
1 fire-shovel.	1 compass and box.	1 dust-pan and brush.
1 length gum hose.	1 hatchet.	

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Nov. 6th, 1874.

SIR: Referring to your letter of the 5th inst., No. 179, forwarding bill of sale, enrollment and license of the steam-yacht "Sea Weed," you will please have bills made for \$8,500, in favor of the owners of that vessel, upon their furnishing you with satisfactory evidence from the proper custom-house that there are no liens upon her.

Respectfully, your obed't serv't,
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Com'd't, Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

Bill made for \$8,500, under date Nov. 10th, 1874.

CUSTOM-HOUSE, NORFOLK, VA.,
Collector's Office, November 5th, 1874.

I hereby certify that there are no mortgages or other liens recorded in the books of this office against the steam-yacht "Sea Weed," 26 $\frac{89}{100}$ tons burthen. Official number, 115,254; owned by Baird, Roper & Co., of Norfolk, Va.

[SEAL.]

GEO. W. BLACK,
A. Deputy Collector.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

[Telegram.]

WASHINGTON, D. C., Dec. 22nd, 1874.

To the COMMANDANT Navy-Yard, Philad'a :

Mr. Warburtou is to be the engineer of the Sea Weed.
(S'gn'd)

I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 21, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

Statement showing quantities, &c., of material delivered to contractors for repairs to monitors, &c.

DELIVERED TO CRAMP & SON.

Date of delivery.	Articles.	Weights.	Orders, &c.
1874.		<i>Pounds.</i>	
Jan. 22	14 curved bars, iron, 5 by 11 inches.	50, 195	Bureau of Construction and Repairs, January 6, 1874.
	2 3-inch plates, iron	6, 725	Do.
May 29	12 copper ventilators		Bureau of Construction and Repairs, April 25, 1874, for repairs to monitor Nantucket.
	1 Hyatt light		Do.
	1 bell		Do.
	8 boat-davits		Do.
	3 hatch-davits		Do.
	21 life-line stanchions		Do.
	5 boat and hatch davits		Do.
	3 iron turret ladders		Do.
	22 brass registers		Do.

DELIVERED TO HARLAN & HOLLINGSWORTH CO.

1874.			
Jan. 12	18 curved bars, iron, 5 by 11 inches.	64, 605	Bureau of Construction and Repair, January 6, 1874.
Feb. 17	2 3-inch plates, iron	6, 605	Letter of Mr. Steele, naval constructor, January, 25, 1874.
May 12	12 copper ventilators		Bureau of Construction and Repair, April 25, 1874, for repairs to monitor Passaic.
	18 air-registers		Do.
	34 gratings		Do.
	1 galley-pump		Do.
	1 Hyatt light		Delivered per order of bureau dated April 25, 1874, for use on monitor Lehigh.
	2 hatch-coamings		Do.
	1 steering-wheel		Do.
	1 bell		Do.
	8 boat-davits		Do.
	3 hatch-davits		Do.
	1 timber-head		Do.
	36 pieces live-oak, 275 cubic feet ..		For use on new sloops building at their yard, per order of bureau dated May 19, 1874.

DELIVERED TO JOHN ROACH.

1874.			
Jan. 14	14 curved bars, iron, 5 by 11 inches.	50, 462	Bureau order of January 6, 1874.
	2 3-inch plates, iron	6, 665	Per bureau's order of February 25, 1874, for repairs to monitor Passaic.
Apr. 13	8 boat-davits		Do.
	20 rail-stanchions		Do.
	19 awning-stanchions		Do.
	3 battle-hatch covers		Do.
	1 propeller-well cover		Do.
	1 anchor-well cover		Do.
	24 deck-light battle-plates		Do.
	8 large light battle-plates		Do.
	2 tillers		Do.
	1 anchor-chain wheel		Do.
	10 eye-bolts		Do.
	3 hatch-davits		Do.
	3 choeks		Do.
	1 lot of rail and rods for canopies ..		Do.
	1 round Hyatt light		Do.
	4 ventilators		Do.
	1 lever for battle-hatch		Do.
	1 tripod for flag-staff		Do.
	20 half rims		Do.
	1 piece of bulk-head		Do.
	1 lot of small pieces		Do.
	1 lot of iron plating for deck		Do.

Statement showing quantities, &c., of material delivered to contractors, &c.—Continued.

Date of delivery.	Articles.	Weight.	Orders, &c.
1874. Apr. 20	Lot of copper pipe.....	Pounds. 117	Per order of bureau of April 25, 1874, for repairs to monitors Nabant, Jason, and Passaic.
	Lot of composition registers.....	83	Do.
	Lot of composition rims.....	25	Do.
	Lot of composition rivets.....	27	Do.
	Lot of composition screws.....	4	Do.
	Lot of somposition hatch frames..	450	Do.
	Lot of composition Hyatt light, round.	80	Do.
May 18	Lot of composition deck-plate....	80	Do.
	13 deck-lights.....		Do.
	47 gratings.....		Do.
	25 air-registers.....		Do.
	2 bells.....		Do.
May 19	46 copper ventilators.....		Do.
	4 Hyatt lights.....		Do.
	2 galley-pumps, broken.....		Do.
	11 awning-stanchions.....		Do.
	2 ridge-poles.....		Do.
	6 life-line stanchions.....		Do.
	18 door locks and knobs.....		Do.
	31 spring-clutches.....		Do.
	18 hinges, brass.....		Do.
	56 porcelain knobs for drawers..		Do.
	61 drawer-locks, brass.....		Do.
	1 lot of brass screws.....		Do.
	59 hatch-handles, brass.....		Do.
	17 mortise-locks.....		Do.
	47 drawer-locks.....		Do.
	13 brass keepers.....		Do.
	32 porcelain escutcheons.....		Do.
	49 brass escutcheons.....		Do.
	6 small brass bolts.....		Do.
	30 plate-buttons, brass.....		Do.
	19 brass binges.....		Do.
	64 porcelain knobs.....		Do.
	1 lot of brass screws.....		Do.
	11 boat-davits.....		Do.
	4 hatch-davits.....		Do.
	1 anchor-davit.....		Do.
	1 rifle-shot protector.....		Do.
	2 hatch-coamings.....		Do.
	1 skeleton for ash-shute.....		Do.
	1 awning-stanchion.....		Do.
	1 rail stanchion.....		Do.
	1 hatch-lever.....		Do.
	17 awning and rail stanchions.....		Do.
May 27	14 boat-davits.....		Do.
	14 iron stringers, 5 by 11 inches..	50, 695	} Per order of bureau, January 6, 1874, for Passaic.
	2 iron 3-inch plates.....	6, 665	
	46 pieces live-oak, 352 cubic feet..		Per order of bureau of May 19, 1874, for new sloops.
Sept. 9	23 brass registers.....		Per order of bureau of May 19, 1874, for Passaic.
	1 bell.....		Do.

Respectfully submitted.

JOHN B. HOOVER,
Assistant Naval Constructor, United States Navy.

The foregoing information furnished in accordance with request of the chairman of the congressional committee of investigation, through the chief clerk of construction department.

PHILIP HICHBORN,
Naval Constructor, United States Navy.

COMMANDANT'S OFFICE,
Naval Station, League Island, April 22, 1876.

Respectfully forwarded to Hon. W. C. Whitthorne, chairman Naval Committee.

C. H. WELLS,
Captain, Commandant.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 22, 1876.

Hon. W. C. WHITTHORNE,
Chairman of Naval Committee, Girard House, Philadelphia, Pa. :

DEAR SIR: In compliance with your request of the 20th instant, I herewith inclose you the following information, viz:

Sums of money paid or chargeable to the Huron, Alert, and Ranger, furnished from the books: value of the material and labor of all the departments, furnished by the Government; sails and rigging, (value of them,) with labor.

Report of quantity of locust on hand.

Amount of bills approved and paid to Geo. F. Wallace since 1872, for lumber and timber.

Copies of correspondence relating to the purchase and management of the Seaweed. Copies of correspondence in relation to the hiring of the Burlington; statement showing the amount paid to the officers and crew since she has been used.

Copies of correspondence and reply of the Secretary of the Navy relative to furnishing letters and books to committee.

I am, sir, very respectfully, your obedient servant,

C. H. WELLS,
Captain, Commandant.

P. S.—Please acknowledge the receipt of these.

C. H. W.

No. 56.]

COMMANDANT'S OFFICE, UNITED STATES NAVY-YARD,
League Island, April 8, 1876.

Hon. GEO. M. ROBESON,
Secretary of the Navy, Washington, D. C. :

SIR: I have to inform the Department that, in answer to a summons served on me yesterday, I appeared this morning before the naval investigating committee, of which Hon. W. C. Whitthorne is chairman, and was directed by that gentleman to send to the committee, at the Girard House, Philadelphia, the letter-book of this office for 1872, 1873, 1874, and 1875, which I have done, as I supposed it was the wish of the Department that this committee should be offered every facility while proceeding with their investigation.

I was also directed by Mr. Whitthorne to furnish the number of clerks, writers, inspectors, and employes of all description and classes in each department at the Philadelphia and League Island navy-yards in October, 1872, 1873, 1874, and 1875, and also the number of clerks, writers, and inspectors, by name and class, now. These I am having prepared, and will forward them on Monday next.

I am to appear again on Monday next at 10 a. m.

I am, sir, very respectfully, your obedient servant,

C. H. WELLS,
Captain, Commandant.

NAVY DEPARTMENT,
Washington, April 10, 1876.

SIR: Your communication of the 8th instant, No. 56, reporting your appearance before the naval investigating committee, &c., has been received.

The Department approves your course.

Very respectfully,

GEO. M. ROBESON,
Secretary of the Navy.

Capt. C. H. WELLS,
Commandant Navy-Yard, Philadelphia.

[Telegram.]

No. 1711 SOUTH BROAD STREET,
Philadelphia, April 11, 1876.

SECRETARY OF THE NAVY,
Washington, D. C. :

Committee of the House Naval Committee request to be furnished with the press-letter books and order-books in steam-engineering for the past three years, and the contracts for work now being completed for Government in Philadelphia or navy-yard.

Shall I send the books, as requested by committee, to Girard Hotel, where they sit? Was my action on the 8th instant approved, in furnishing the books of the office, as reported officially in my letter of the 8th instant? Please answer.

C. H. WELLS,
Commandant.

[Telegram.]

WASHINGTON, D. C., 4, 11, 1876.

To Capt. C. H. WELLS,
Commandant:

Your telegram received. Give the committee all the books they want.

GEO. M. ROBESON,
Secretary of the Navy.

NAVAL CONSTRUCTOR'S OFFICE,
UNITED STATES NAVY-YARD,
League Island, April 21, 1876.

SIR: In accordance with directions received this date, I herewith furnish the following information:

Amount of locust timber on hand, as per books..... 2,484 $\frac{3}{4}$ cu. ft.
Amount of locust (treenails) on hand, as per books 207,101 pieces.
Value of labor and material furnished by the Government for the following vessels, as per books.

	Material.	Labor.
Huron	\$8,917 16	\$19,030 40
Ranger	2,069 26	3,829 68
Alert	10,529 23	13,299 07

Amount of bills paid to Geo. T. Wallace since 1872 for timber and lumber, total..... \$19,525 95

Amounts paid to the officers and crew of the Burlington since she has been in use:

Captain.....	\$917 50
Crew	3,008 66
Total	3,926 16

Very respectfully, your obedient servant,

JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

EQUIPMENT OFFICE, U. S. NAVY-YARD,
Philadelphia, April 22, 1876.

SIR: I have the honor to report the sums of money and value of material chargeable to the following-named vessels. This work was not to be done by contractors.

Name of vessel.	Material.	Labor.	Total.	Remarks.
United States steamer Alert...	\$20,556 78	\$10,588 14	\$31,144 92	Bark-rigged.
United States steamer Huron...	13,997 58	7,852 88	21,850 46	Schooner-rigged.
United States steamer Ranger.	7,312 15	5,685 17	12,997 32	Schooner-rigged, (not completed.)
Total	41,866 51	24,126 19	65,992 70	

Very respectfully, &c.,

BYRON WILSON,
Commander U. S. N., Equipment Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

EQUIPMENT OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 22, 1876.

SIR: I have the honor to report the cost of the sails and rigging of the following-named vessels. This work was not to be done by contractors.

SAILS.

Name.	Material.	Labor.	Total.	Remarks.
United States steamer Alert.....	\$4,356 34	\$3,306 51	\$7,662 85	Bark-rigged.
United States steamer Huron.....	3,333 36	2,344 79	5,678 15	Schooner-rigged.
United States steamer Ranger.....	3,624 49	2,414 23	6,038 72	Do.
Total.....	11,314 19	8,065 53	19,379 72	

RIGGING.

United States steamer Alert.....	\$13,942 30	\$3,910 71	\$17,853 01	Bark-rigged.
United States steamer Huron.....	7,250 12	2,932 35	10,182 47	Schooner-rigged.
United States steamer Ranger.....	3,872 88	2,121 39	5,994 27	Schooner-rigged, (not completed.)
Total.....	25,065 30	8,964 45	34,029 75	

Very respectfully, &c.,

BYRON WILSON,
Commander United States Navy, Equipment Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Statement of labor and material expended on United States steamers Alert, Huron, and Ranger, at the United States navy-yard, Philadelphia, not required by contract.

UNITED STATES STEAMER ALERT.

	Material.	Labor.	Total.
Steam trial, oil, waste, &c.....	\$237 91	\$420 20	\$658 11
Engine water-traps, fittings for.....	16 43	198 83	215 26
Boilers, packing, &c.....	39 41		39 41
Smoke-stack.....		65 50	65 50
Radiators.....	1,257 34		1,257 34
	1,551 09	684 53	2,235 62

UNITED STATES STEAMER HURON.

Steam trial, oil, waste, &c.....	\$150 19	\$323 60	\$473 79
Engine, fittings for, water-traps, and packing, (asbestos).....	82 39	279 96	362 35
Smoke-stack, iron and rivets, altering stack.....	18 52	334 94	353 46
Radiators, (price).....	1,214 58		1,214 58
Water-traps, (price).....	176 47		176 47
	1,642 15	938 50	2,580 65

UNITED STATES STEAMER RANGER.

Water-traps, material..... \$175 00

Very respectfully,

BENJN. F. GARVIN,
Chief Engineer, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island, Pa.

NAVIGATION OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 21, 1876.

SIR: The following is a statement of the cost of fitting out the Alert and Huron:

Name of vessel.	Labor.	Material.
Alert	\$241 68	\$80 15
Huron	279 97	162 58
Total	521 65	242 73

No orders have been received for fitting out the Ranger.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Navigation Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

ORDNANCE OFFICE, UNITED STATES NAVY-YARD,
League Island, April 21, 1876.

SIR: The following is a statement of the cost of material and labor in fitting out the Alert and Huron:

Name of vessel.	Labor.	Material.
Alert	\$823 61	\$980 45
Huron	824 08	1,065 56
	1,647 69	2,046 01

No orders have been received for fitting out the Ranger.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Inspector of Ordnance.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

OFFICE OF CHIEF ENGINEER,
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
Philadelphia, March 12, 1876.

SIR: I respectfully inform you that the weights of metal delivered to John Roach & Son were as follows, viz:

Machinery of Nebraska and Suncook:

	Pounds.
Shafting	185,364
Wrought iron	125,245
Cast iron	107,056
Composition	101,681
Copper	10,266
Total	529,612

The weight of two of the Nebraska boilers delivered Messrs. Cramp & Son was 75 $\frac{1870}{240}$ tons.

The terms on which the above metal was delivered are not known to this department. No metal has been delivered to Pennock & Co. or Seyfert, McManus & Co.

Very respectfully,

BENJN. F. GARVIN,
Chief Engineer, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE,
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
April 12, 1876.

SIR: In obedience to your order of this date, I herewith furnish statement of amounts of iron, &c., turned over to the parties named:

To whom delivered.	Date of order.	Class of material.		Aggregate.		Remarks.
		Iron.	Compo- sition.	Iron.	Compo- sition.	
		<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	<i>Pounds.</i>	
C. E. Pennock & Co	Jan. 6, 1874	825,575	.....	.....	.....	Delivered at 1½ cents per pound; to be paid for in iron at 8 cents per pound.
Do.....	Oct. 29, 1874	1,521,703	.....	.....	.....	Do.
Do.....	July 31, 1874	1,424,296	.....	3,771,574	.....	Do.
John Roach.....	Aug. 12, 1875	235,938	4,985	235,938	4,985	No terms furnished.
Sevfert, McManus & Co.	Feb. 14 and Mar. 7, 1874.	1,030,280	.....	.....	.....	Same terms as Pennock & Co.
Do.....	Nov. 7, 1874	877,080	.....	.....	.....	3 tons of old for 1 of new.
Do.....	Apr. 2, 1875	659,960	.....	.....	.....	Same terms as Pennock & Co.
Do.....	July 30, 1875	343,556	.....	.....	.....	Same terms as that hitherto delivered.
Do.....	Aug. 27, 1875	1,627,905	.....	4,533,781	.....	No terms furnished.
Total .....	.....	8,546,293	4,985	8,546,293	4,985	

I am, sir, very respectfully, your obedient servant,

PHILIP HICHBORN,
Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Bills paid to N. McKay for removing the ship-houses, &c.

October 12, 1875.—Account, removing ship-houses.....	\$5,000 00
October 25, 1875.—Account, removing ship-houses.....	5,000 00
November 9, 1875.....	5,000 00
November 26, 1875.....	5,000 00
January 21, 1876	5,000 00
April 4, 1876	2,264 52
Total paid	27,264 52
Amount still due.....	2,735 48
Amount of contract.....	30,000 00
February 14, 1876.—Tinning roof of small ship-house.....	1,433 02
December 2, 1875.—Removing stores.....	13,250 00
December 15, 1875.—Removing stores.....	13,250 00
Total	26,500 00
January 10.—Removing balance of materials.....	10,000 00

NAVY DEPARTMENT, BUREAU OF STEAM-ENGINEERING,
Washington, March 24, 1876.

SIR: The report of survey inclosed in your letter, No. 38, of the 23d instant, upon the machinery of the Seaweed is approved, and you will please obtain bids from several responsible persons in the business for the work of putting the boiler in order as recommended. Accept the price of the lowest bidder and have the work performed as soon as practicable.

Respectfully,

W. W. W. WOOD,
Chief of Bureau.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

OFFICE OF CHIEF ENGINEER,
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
March 27, 1876.

Messrs. WILLIAMSON BROTHERS,
Corner Richmond and York Streets :

GENTLEMEN: You are respectfully requested to furnish an estimate of the cost of making the necessary repairs to the machinery of the tug Seaweed, now lying at this navy-yard.

The nature of these repairs is set forth in a report of survey, now on file and to be seen at this office, between the hours of 10 a. m. and 2 p. m., the work to be commenced within two days after receiving the contract, and to be completed in fifteen days after the work is commenced. Bids to be addressed to Capt. Clark H. Wells, U. S. N., commandant navy-yard, League Island, Pa.

Very respectfully, &c.,

BENJN. F. GARVIN,
Chief Engineer, U. S. N.

Forwarded.

C. H. WELLS,
Captain, Commandant.

WILLIAMSON BROTHERS, ENGINE AND BOILER WORKS, &c.,
CORNER RICHMOND AND YORK STREETS,
Philadelphia, March 30, 1876.

Capt. CLARK H. WELLS, U. S. N.,
Commandant League Island Navy-Yard :

SIR: In compliance to your request of the 27th instant, we will agree to disconnect the boiler on board the United States steamer Seaweed at the navy-yard, League Island, and haul it to our works, (the employes of the navy-yard to deliver it from the hull to the truck,) where we will renew the upper tube-sheet and fit therein new tubes, also repair the side sheet of furnace, after which we will have the boiler on board and connect it in place for the sum of \$440.

Hoping to receive your order for the above, we remain, yours truly,
WILLIAMSON BROS.

OFFICE OF CHIEF ENGINEER
UNITED STATES NAVY-YARD, LEAGUE ISLAND,
April 6, 1876.

Messrs. WILLIAMSON BROTHERS:

GENTLEMEN: Your bid to make the repairs on the tug Seawood for the sum of \$440 has been accepted. The work to be completed in the time stated in the proposal addressed to you on the 27th ultimo.

Very respectfully, &c.,

BENJAMIN F. GARVIN,
Chief Engineer, U. S. N.

Forwarded. The work to be done under the supervision of Passed Assistant Engineer A. Adamson, U. S. N.

C. H. WELLS,
Captain, Commandant.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 12, 1876.

Hon. W. C. WHITTHORNE,
Chairman Naval Committee, Girard House, Philadelphia, Pa. :

DEAR SIR: Agreeably to the request contained in your communication of the 10th instant, I herewith inclose you the contracts for work being completed for the Government in Philadelphia and the yard.

The steam-engineering books asked for have been sent to you by Mr. H. M. Valetté, chief clerk in the steam-engineering department.

I also inclose you statements of iron and machinery turned over to John Roach and others, as requested.

Very respectfully, &c.,

C. H. WELLS,
Captain, Commandant.

This contract, made and entered into this ninth (9) day of November, eighteen hundred and seventy-five, by and between the American Dredging Company of Philadelphia, in the State of Pennsylvania, by John Somers, president of said company, acting under its authority and in its behalf, as principal, and William Somers, of Camden, New Jersey, and F. B. Colton, of Philadelphia, Pa., as sureties of the first part, and the United States, by Commodore John C. Howell, U. S. N., Chief of the Bureau of Yards and Docks, acting under the authority and direction of the Navy Department, for and in behalf of the United States, of the second part, witnesseth—

That, for and in consideration of the payments hereinafter mentioned to be made by the said party of the second part unto the said parties of the first part, the said parties of the first part hereby contract and agree with the said party of the second part, as follows :

The said parties of the first part will furnish at their own risk and expense all the labor and materials, and the use of all the machinery, tools, and appliances for the execution in a proper and workmanlike manner of the following-described work at the United States navy-yard at League Island, to wit :

All the pile-work, timber, grillage, concrete and stone and brick masonry, for the foundations and foundation-walls of all the buildings to be removed from the Philadelphia navy-yard, and re-erected at League Island navy-yard, upon the present or such modified plans as the Department may determine.

And the said parties of the first part further agree that they will construct and complete the said work according to the specifications hereunto annexed, which specifications are hereby made a part of this contract ; and according to approved plans filed in the office of the civil engineer at League Island, and will commence said work within twenty (20) days from the date of this contract, and will prosecute the said work in such order for the different buildings as the Navy Department shall direct, and as vigorously and continuously as the weather will permit and as hereinafter provided until completion ; and will deliver unto the said party of the second part the said work entirely completed to the acceptance of the civil engineer in charge of the improvements at League Island, and to the satisfaction of the party of the second part, as follows :

The foundations for the commandant's office building on or before March first, 1876 ; the foundations for the four dwelling-houses known as officers' quarters, B, C, D, and E, on or before June 1st, 1876 ; and the foundations for each of the other buildings within such reasonable time from the commencement of each foundation as the Navy Department shall require.

It is further mutually agreed by the parties to this contract, that the party of the second part shall have power to change, enlarge, or diminish the buildings to be re-erected, and for which the foundations herein mentioned are to be constructed, without any additional charge, claim, or recourse on account thereof, by the parties of the first part. And it is further mutually agreed by the parties to this contract, that all the materials furnished by the parties of the first part shall be of the best quality of their kind for their purpose, and all the labor performed shall be done in a thorough and workmanlike manner ; and all materials and workmanship shall be subject to the inspection and approval or rejection of the civil engineer in charge of the improvements at League Island navy-yard, who shall have full power, at any time during the progress of the works to reject any material or workmanship which, in his opinion, is not of the quality hereinbefore specified, and all materials so rejected shall be forthwith removed from the premises, and all work so rejected shall be immediately taken down and promptly rebuilt or otherwise made acceptable to the civil engineer in charge ; and all measurements and verifications of the work shall be determined by him, but in case of dispute his decision shall be subject to the revision and approval, alteration or rejection of the commandant.

And the said party of the second part hereby contracts and agrees that, for the full and entire completion of said work according to the plans and specifications, and the stipulations and agreements herein made, and to the satisfaction of the party of the second part, there shall be paid to the American Dredging Company : 1st. The sum of seventeen (17) dollars per lineal foot for each and every lineal foot of foundation-walls with foundations complete that shall have been built according to the terms of this contract for the four dwellings on the north side of the Back Channel. 2d. The sum of twenty (20) dollars per lineal foot for each and every lineal foot of foundation-walls with foundations complete that shall have been constructed upon meadow-sites according to the terms of this contract ; and, 3d. The sum of twenty-two (22) dollars per lineal foot for each and every lineal foot of foundation-walls, with foundations complete, that shall have been constructed upon sites at grade, according to the terms of this contract. And said sums shall be paid in monthly installments, as the work shall progress, upon estimates of the value of materials furnished and labor performed at the end of each calendar month, as made and certified by the civil engineer in charge of the work. And upon the entire completion of the work, as herein stipulated and agreed, all of said sums herein stipulated to be paid that shall then remain unpaid

shall be paid to the said American Dredging Company, and all of the sums herein provided to be paid shall be paid by the Navy paymaster at Philadelphia within ten (10) days after the warrants for the same shall have been passed by the Secretary of the Treasury. And the party of the second part further contracts and agrees that the parties of the first part shall have the free use of the Government wharves, hoisting-apparatus, tracks, cars, locomotives, and stone-breaker when not required for Government use.

And this contract is upon the express condition that no member of Congress nor any officer or agent of the Government of the United States be admitted to any share or part of said contract, or to any benefit to arise therefrom, or has, directly or indirectly, had any agency or interest in procuring the same.

And it is further mutually agreed upon and understood by the parties to this contract that no extra charge for any modifications or changes in the work will be allowed unless previously agreed upon in writing by the parties, and no modifications or changes mutually agreed upon by the parties to this contract shall in any way impair or affect its validity.

And it is further agreed that if the parties of the first part shall fail to complete this contract at the time or in the manner specified to the satisfaction of the party of the second part, then the party of the second part shall have full power to enter upon and complete the work at the expense of the parties of the first part.

(S'g'd)

JOHN SOMERS, [SEAL.]
Pres. Amer. Dredging Co.

(S'g'd)

WM. SOMERS. [SEAL.]

(S'g'd)

F. B. COLTON. [SEAL.]

Signed, sealed, and delivered in the presence of—

Attest: (S'g'd) F. C. PRINDLE, *Secty.*

(S'g'd) FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

I hereby certify to the best of my knowledge and belief the above-named guarantors are good and sufficient as sureties for the amount for which they offer to be security.

(S'g'd)

WM. P. ROBESON,
Asst. Collector of Customs.

Specifications for foundations and foundation-walls for buildings to be removed from the Philadelphia navy-yard and re-erected at League Island navy-yard.

The foundations of the walls will consist of piles capped with concrete or timber.

The pile foundations are to consist of rows of piles spaced as shown by drawings.

The piles to be of sound hemlock timber not less than six (6) inches in diameter at the small end, to be firmly driven to hard bottom by Shaw's patent gunpowder process, and cut off at half-tide level.

Around these piles is to be placed hydraulic concrete fifteen (15) inches thick and extending from three (3) inches below to twelve (12) inches above the heads of the piles; the concrete is to be composed of one (1) part hydraulic cement, two (2) parts clean, sharp gravel, and three parts broken stone; to be of the width shown by the drawings, and of such a width as to inclose all the piles in the rows, and to be firmly rammed around them.

Upon the concrete foundations, walls are to be built as directed: the outer ones being of stone-masonry laid in hydraulic mortar and raised to the bottom of the subbase course of the buildings, and the inner ones of stone or brick masonry, as required and shown by the drawings, laid in hydraulic mortar and brought up to the bottom of the first floor joists. In houses B and C, and such other buildings as may be designated, instead of the concrete, is to be laid a grillage of 10 × 12 hemlock timber, halved together at the intersections as directed, and bolted and braced as shown, and the braces to be spiked as directed. The cement used to be equal to the Newark and Rosendale brand, all the other materials to be also of the best quality of their kind; both material and workmanship to be to the satisfaction of the civil engineer.

No concrete or stone or brick masonry shall be laid in freezing weather. And any damage incurred by freezing shall be made good as required by the civil engineer.

CIVIL ENGINEER'S OFFICE,
U. S. Navy-Yard, League Island, April 11, 1876.

I certify that the foregoing copy of contract and specifications is a true copy of the original.

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

This contract, made and entered into this twenty-ninth day of January, in the year of our Lord one thousand eight hundred and seventy-six, by and between William S. McGinley, for the firm of Austin Obdyke & Co., of the city of Philadelphia, in the State of Pennsylvania, of the first part, and Captain Clark H. Wells, commandant U. S. navy-yard, League Island, acting under the authority and by direction of the Navy Department, Bureau of Yards and Docks, of the second part, witnesseth:

That, in consideration of the payment hereinafter named, the parties of the first part do hereby covenant and agree with the party of the second part, that the said parties of first part will put on the tin on the roof of the large ship-house at this yard, and paint the tin inside with one coat, and outside with one coat of paint, equal to Prince's metallic paint.

It is further understood and agreed that the party of the second part agrees to furnish the tin, solder, nails, and rosin, but not the paint.

It is further understood and agreed that the party of the first part will perform this work in a workmanlike manner, under the supervision of the civil engineer at this yard.

In consideration of the foregoing covenant, the party of the second part doth hereby covenant and agree with the parties of the first part, that the said party of the second, acting for and in behalf of the Navy Department, Bureau of Yards and Docks, will, upon the entire completion of the work specified hereinbefore, pay to the said parties of the first part, upon the certificate of the civil engineer of this yard, that all the conditions of this contract have been complied with by the parties of the first part, the sum of three dollars per square of one hundred square feet, in the lawful money of the United States.

And it is hereby mutually agreed that the parties of the first part shall be allowed to commence work as soon as the civil engineer of this yard shall pronounce the roof of the ship-house ready for this work, and finish the work within one month from commencement.

In witness whereof the parties have hereunto set their hands and seals this twenty-ninth day of January, one thousand eight hundred and seventy-six.

(Signed)

AUSTIN OBDYKE & CO.,
WM. S. MCGINLEY. [SEAL.]

(Signed)

C. H. WELLS, [SEAL.]

Captain, Commandant Navy-Yard, League Island.

Witness as to the signature of William S. McGinley,

(Signed)

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

Witness as to the signature of Captain Clark H. Wells, U. S. N.,

(Signed)

WM. J. MANNING,
Clerk to Commandant.

I hereby certify that the above is a true copy.

C. H. WELLS,
Captain, Commandant.

This contract made and entered into this fifth (5) day of November, eighteen hundred and seventy-five, by and between the American Dredging Company, of Philadelphia, Pa., by John Somers, president of said company, acting under its authority and in its behalf, as principal, and William Somers, of Camden, New Jersey, and F. B. Colton, of Philadelphia, Pa., as sureties of the first part, and the United States, by Commodore J. C. Howell, U. S. N., Chief of the Bureau of Yards & Docks, acting under the authority and direction of the Navy Department, for and in behalf of the United States, of the second part, witnesseth:

That, for and in consideration of the payments hereinafter mentioned to be made by the said party of the second part unto the said parties of the first part, the said parties of the first part hereby contract and agree with the said party of the second part as follows:

The said parties of the first part will furnish, at their own risk and expense, all the labor and materials, and the use of all the machinery, dredging-machines, scoops, cars, trucks, tools, and appliances, including rail-tracks on shore, for the necessary execution, in a proper and workmanlike manner, of the following-described work at the United States navy-yard at League Island, to wit: For dredging and excavating a channel sixty feet in uniform width at the bottom, and with a depth of ten (10) feet of water at low tide, from the west end of the back channel at the Schuylkill River, along or near the present line of channel to Broad street; also a channel of the same width and depth around the iron-clads as they now lie; and also for dredging and excavating between the iron-clads as they now lie and Broad street, and within the lines of the back channel, according to the approved plan of the navy-yard, such additional width and depth of channel as may be required by the Bureau of Yards and Docks.

And it is further mutually agreed by the parties to this contract—1st, that the materials dredged and excavated to make the channel hereinbefore specified, shall be “thrown aside” on either side of the channel by the dredging-machines, without scowing, so as to form a channel of the specified width and depth from the western end of the back channel to the iron-clads; 2d, that the materials dredged and excavated between the iron-clads and Broad street shall be “scowed away” and dumped at such place or places within the limits of the League Island improvements as may be directed from time to time, by the civil engineer in charge of the work; 3d, that any portion or all of the materials dredged and excavated and “scowed away,” as provided in the 2nd clause of this paragraph, shall, if so directed by the civil engineer, from time to time, as the work may progress, be dumped alongside of either tramway, now existing to the west of Broad street, and then dredged or excavated again, placed in cars, transported to such point or points and dumped in such manner and in such quantities at different, for “filling in” within the area of the League Island improvements as the civil engineer in charge of the work may from time to time direct.

And it is further mutually agreed by the parties to this contract that the work of dredging and excavating and “throwing aside,” to form the channel from the Schuylkill to the iron-clads, shall be commenced immediately, and prosecuted vigorously and continuously, and completed to the satisfaction of the party of the second part within two months from the date of this contract; that the work of dredging and excavating and “scowing away” and the work of transporting in cars and “filling in,” as specified in the 2nd and 3d clauses of the last preceding paragraph of this contract, shall be commenced as soon as the first part of said channel shall have been completed, as herein specified, and prosecuted as rapidly as may be directed from time to time by the civil engineer in charge of the work, but not so as to require the use of more than three of the ordinary dredging-machines of the company constantly at work.

And it is further mutually agreed by the parties to this contract, that all or either of the dredging and excavating, scowing, transporting, dumping, and filling in, or any portion of the same or of either, shall be suspended at any time and again commenced at any time and suspended and commenced as many times, or suspended indefinitely, as the party of the second part, on account of want of funds or other cause may require, by notice in writing to the parties of the first part, without any additional charge, cost, claim, or recourse to or against the party of the second part, and without impairing or affecting the validity of this contract; and further, that all of the said work shall be subject to the supervision and inspection and approval or rejection at any time of the civil engineer in charge of the work, and all measurements and verifications of the work shall be determined by him, but in case of dispute his decision shall be subject to the revision, approval, or disapproval of his superiors in office.

And the party of the second part hereby contracts and agrees that, for the full and entire completion of this contract to the satisfaction of the party of the second part, there shall be paid to the said American Dredging Company—1st, the sum of twenty (20) cents per cubic yard measured in the dredging dippers or scows for each and every cubic yard of material dredged and excavated and “thrown aside” by the dredging-machines; 2nd, the sum of twenty-five (25) cents per cubic yard measured in the dredging dippers or scows for each and every cubic yard of material dredged and excavated, “scowed away,” and dumped within the limits of the League Island improvements where the civil engineer may direct; 3d, the sum of twenty-eight (28) cents per cubic yard, measured in the cars for each and every cubic yard of materials dredged alongside of the tramways, placed in cars, transported to such point or points and dumped in such manner as the civil engineer may direct within one hundred (100) lineal yards from the line of the present embankment; and five (5) cents per cubic yard additional thereto for each and every cubic yard so transported and dumped for every additional one hundred (100) lineal yards, or fraction thereof, the material shall be transported as required by the civil engineer; the said sums to be paid in monthly installments at the end of each calendar month, as the work progresses, upon estimates and measurements made and certified by the civil engineer in charge of the work; and when this contract shall have been complied with, and so certified by said civil engineer, then the amount remaining unpaid shall be paid to the American Dredging Company, and all the sums herein provided to be paid shall be paid by the Navy paymaster at Philadelphia within ten (10) days after warrants for the same shall have been passed by the Secretary of the Treasury.

And the party of the second part further contracts and agrees that the parties of the first part shall have the free use of the trestle-work and tramway on the north side of the back channel for the transportation of materials, as herein specified.

And this contract is upon the express condition that no member of Congress, or any officer or agent of the Government of the United States, be admitted to any share or part of said contract, or to any benefit to arise therefrom, or has, directly or indirectly, had any agency or interest in procuring the same.

And it is further mutually agreed upon and understood, by the parties to this contract, that no extra charge for any modifications or changes in the work will be allowed,

unless previously agreed upon, in writing, by the parties; and no modifications or changes mutually agreed upon by the parties to this contract shall in any way impair or affect its validity.

And it is further agreed that if the parties of the first part shall fail to complete this contract at the time or in the manner specified, to the satisfaction of the party of the second part, then the party of the second part shall have full power to enter upon and complete the work at the expense of the parties of the first part.

(S'g'd)

JOHN SOMERS, [SEAL.]

Prest. Amer. Dredging Co.

(S'g'd)

WM. SOMERS. [SEAL.]

(S'g'd)

F. B. COLTON. [SEAL.]

Signed, sealed, and delivered in presence of—

Attest (sgd.) F. C. PRINDLE, *Sec'y.*

(S'g'd')

FRANKLIN A. STRATTON, *Civ. Eng. U. S. N.*

I hereby certify, to the best of my knowledge and belief, the above-named guarantors are good and sufficient, as sureties, for the amount for which they offer to be security.

(S'g'd)

WM. P. ROBESON,
Asst. Collector of Customs.

CIVIL ENGINEER'S OFFICE,
U. S. Navy-Yard, League Island, April 11, 1876.

I certify that the foregoing is a true copy of the original contract.

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

White-oak knees.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 20, 1873.

The following instructions will be observed with regard to the inspection and purchase of white-oak knees, at the respective navy-yards named herein :

The bodies of the knees to be rough-sided to the diameter of the arm, taken at the middle of the length of the arm.

Three-fourths of the diameter of the arm, at the two-thirds of its length, clear of the body of the knee, to be considered the net siding of the knee, and on that siding the price will be based; no addition will be made to the price for fractional parts of an inch in the siding.

The length of the arm will be measured from the center of the body, and the molding size of the end of the body must be equal to the net siding of the knee.

The prices stated are for limb-knees, square and insquare; and the price for root knees will be six per cent. less than that to be paid for limb-knees; outsquare knees, both limb and root, will be 20 per cent. less in price than for square and insquare knees.

Knees formed by the limb and body of the tree above the limb must not be received, nor knees more than 16° outsquare. All the knees to be free from large knots, knot-holes, twist, and other defects.

Siding.	Length of arm.	Length of body.
6 inches	3 feet 3 inches to 3 feet 6 inches.	4 feet 8 inches to 5 feet 0 inches.
7 inches	4 feet 0 inches to 4 feet 3 inches.	5 feet 4 inches to 5 feet 10 inches.
8 inches	4 feet 5 inches to 4 feet 8 inches.	6 feet 0 inches to 6 feet 6 inches.
9 inches	4 feet 9 inches to 5 feet 0 inches.	6 feet 6 inches to 7 feet 0 inches.
10 inches	5 feet 0 inches to 5 feet 3 inches.	7 feet 2 inches to 7 feet 8 inches.
11 inches	5 feet 3 inches to 5 feet 6 inches.	7 feet 9 inches to 8 feet 3 inches.

Price per inch of white-oak knees, square and insquare.

Siding.	Portsmouth.	Boston.	New York.	Philadelphia.	Norfolk.	Washington.
6 inches.....	110 cents....	116 cents....	116 cents....	105 cents....	100 cents....	100 cents.
7 inches.....	180 cents....	180 cents....	180 cents....	170 cents....	165 cents....	165 cents.
8 inches.....	220 cents....	220 cents....	220 cents....	210 cents....	205 cents....	205 cents.
9 inches.....	250 cents....	250 cents....	250 cents....	240 cents....	235 cents....	235 cents.
10 inches.....	252 cents....	250 cents....	252 cents....	242 cents....	238 cents....	238 cents.
11 inches.....	258 cents....	258 cents....	258 cents....	248 cents....	242 cents....	242 cents.

(Sgd.)

I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Pa., Apr. 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
July 16, 1875.

SIR: Referring to the bureau's letter of the 7th inst., relative to the inspection of knees offered by Thos. C. Basshor & Co. at the yard under your command, you will please direct the timber-inspector to visit the place outside the yard where the knees are, and inspect them, it being deemed for the interest of the Government to avoid in this way the possibility of the delivery of any knees which would not pass inspection.

Respectfully, your obed't serv't,
(Sgnd.)

I. HANSCOM,
Chief of Bureau.

Commo. GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, Philadelphia.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Nov. 17th, 1875.

SIR: Referring to your letter of the 16th inst., (No. 241,) you are authorized to have the condemned knees referred to therein sold at public auction, as recommended by you.

At sale on Friday.

Very respectfully, your obed't serv't,
(Sgud)

I. HANSCOM,
Chief of Bureau,

Commodore GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, &c., Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
July 29, 1875.

SIR: Inclosed herewith please find a copy of an agreement with Mr. W. P. Reynolds, for breaking up the Nebraska, now at the yard under your command, for the sum of \$4,900.

Very respectfully, your obed't serv't,
(Sgnd.)

I. HANSCOM,
Chief of Bureau.

Commodore Geo. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, July 29th, 1875.

SIR: Your offer to break up the United States steamer Nebraska, now lying at the Philadelphia navy-yard, for \$4,900, is accepted by the bureau, under the following conditions:

All the materials to belong to the Government; the wood, as removed by you, to be disposed of by the yard authorities, so as not to incommode your men while at work; and all the metal to be removed by you, and deposited by you in such places as may be designated by the commandant of said yard; the entire work to be done promptly and to the entire satisfaction of said commandant.

All blocks, tackle, or other tools which you may require in the execution of this work, and which can be spared, will be loaned to you, to be returned in good order and condition.

When, in the opinion of the naval constructor, one-half of the work is done, bills for one-half, less 15 per cent. reservation, will be made out and approved; and when the whole work is done, and satisfactorily completed, bills for the remaining half, with the reservation, will be made out.

Respectfully, &c.,
(Sgnd.)

I. HANSCOM,
Chief of Bureau.

W. P. REYNOLDS,
Washington, D. C.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the foregoing is a true copy.

WM. C. BESSELIEVRE,
Chief Clerk.

WILLIAM P. REYNOLDS.—BREAKING UP NEBRASKA.

August 20, 1875.—One-half.....	\$2,450 00	
Less 15 per cent. reservation.....	367 50	
	<hr/>	\$2,082 50
September 18, 1875.—One-half.....	2,450 00	
Amount reservation August 20, 1875.....	367 50	
	<hr/>	2,817 50
Amount contract.....		4,900 00

NAVY DEPARTMENT BUREAU OF CONSTRUCTION AND REPAIR,
Washington, Aug. 13th, 1875.

SIR: Your proposal of the 29th ulto., to remove the two (2) ship-houses at the navy-yard, Philada., to League Island, for the sum of thirty thousand dollars, (\$30,000,) has been received, and, by direction of the Department, is accepted, according to the following specifications and general stipulations; viz:

To take down the two houses, put the materials on board of scows, lighters, or other

vessels which may be furnished by the Government, and take the same materials from the scows, lighters, or other vessels, and erect the houses at League Island, on the foundations prepared by the Government to receive them.

You are to furnish all of the necessary material, of good quality, required to replace all broken, split, or rotten timber or boards; to do all the work, such as erecting, bracing, covering, hanging doors, windows, and shutters, and complete the two buildings ready for use, in a workmanlike manner, and satisfactory to the superintendent to be appointed by the Department to superintend the work.

You are to commence as soon as officially notified that the work is ready, and complete the same in four (4) months from the time of commencing.

Such facilities in the way of tools and machinery as can be spared from the navy-yard will be furnished you while prosecuting the work.

Payment for this work will be made as the work progresses, upon bills certified by the superintendent and approved by the commandant of the yard.

Please signify in writing your acquiescence in the terms proposed in this letter, and your willingness to proceed with the work.

Respectfully, your obed't serv't,
(Sgnd.)

I. HANSCOM,
Chief of Bureau.

NATH'L MCKAY, Esq.,
No. 52 Broadway, New York.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Aug. 13th, 1875.

SIR: Enclosed please find copy of a letter addressed under this date to Mr. Nath'l McKay, of New York, embracing the terms for taking down the two (2) ship-houses at the yard under your command, and erecting the same at the naval station, League Island.

As soon as he signifies his formal acceptance, you will be notified accordingly.

Respectfully, your obed't serv't,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Com'd't Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

COMMANDANT'S OFFICE, U. S. NAVAL STATION,
League Island, Nov'r 29th, 1875.

SIR: You will arrange to roof the small ship-house at League Island with tin, snitably painted on the under side, for \$5.50 per square, the Government to furnish the tin and solder.

By direction of the Bureau of Construction, &c.
Very respectfully, &c.,

GEO. HENRY PREBLE,
Commodore, Commandant.

Naval Constructor EDWARD HARTT, U. S. N.,
Navy-Yard, Philad'a.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

WASHINGTON, D. C., *Feb'y 1st, 1876—1.35 p. m.*

To COMMAND'T, *Navy-Yard, League Island, Pa.:*

Furnish N. McKay with nails necessary to finish the ship-house.

(Sgnd)

I. HANSCOM,
Chief of Bureau.

NOTE.—*Feb'y 9th, 1876.*—Verbal order from Chief Constructor Hanscom, on the yard, Mr. McKay being present, to furnish lumber for houses.

P. H.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 1, 1876.

GENTLEMEN: Your offer of the 12th January last to do the work required to complete the U. S. frigate Constitution for the sum of thirty-nine thousand four hundred and fifty dollars (\$39,450) is hereby accepted, with the understanding that the work is to be done by you in accordance with the specifications, a copy of which is hereby forwarded; that it shall be in workmanship to the full satisfaction of the superintending officer or officers and of the bureau, and that the vessel is to be completed in all respects as provided in the specifications, and turned over to the Government on or before June 1st, 1876.

Bills may be made monthly, as the work progresses, for such proportion of the whole amount as, in the opinion of the superintending officer, you are then entitled to, taking into consideration the condition of the work at the time and bearing his certificate to the effect that the work has sufficiently progressed to entitle you to the amount named, and that it is in all respects satisfactory; but payments must not be expected prior to July next.

Upon your notifying the bureau of your readiness to commence the work of completing the Constitution in accordance with your offer and the terms of this letter, instructions will be given to turn the vessel over to you.

Respectfully, your obed't serv't,

(Sgnd)

I. HANSCOM,
Chief of Bureau.

MESSRS. WOOD, DIALOGUE & CO.,
Camden, N. J.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
Washington, March 3, 1876.

GENTLEMEN: Referring to the bureau's letter of the 1st inst. accepting your offer to do the work required to complete the U. S. frigate Constitution, work upon the sails, rigging, boats, and outfits is not to be considered as included in the work to be done by you upon that vessel.

Respectfully, your obed't serv't,

(Sgnd)

I. HANSCOM,
Chief of Bureau.

MESSRS. WOOD, DIALOGUE & CO.,
Camden, N. J.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
March 9th, 1876.

SIR: Before delivering the U. S. frigate Constitution to R. Wood and Dialogue, (late Wood, Dialogue & Co.,) at their yard in Camden, N. J., you will cause her to be properly insured by them against loss by fire or damage through any other cause, forwarding the policies of insurance to the bureau.

Respectfully, your obed't serv't,
(Sgnd)

I. HANSCOM,
Chief of Bureau.

Captain CLARK H. WELLS, U. S. N.,
Com'd't Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
March 9th, 1876.

SIR: Enclosed please find copy of two letters addressed by the bureau, under date of the 1st and 3d inst., to Messrs. Wood, Dialogue and Co., accepting their offer of January 12th, 1876, for completing the U. S. frigate Constitution; also, a copy of the specifications for doing the work upon that vessel.

The terms under which the work above referred to is to be done are embraced in the above-mentioned letters and in the specifications, and Messrs. Wood, Dialogue & Co. have expressed their readiness to proceed with the work, subject to those terms. You are therefore authorized to turn the vessel over to them upon application.

The work of completing the Constitution will be under the superintendence of the ass't naval constructor, John B. Hoover, whom you will detail for that purpose, and in performing that duty he will be guided by the specifications and the letters herein mentioned. The necessary materials required for doing the work will be furnished from the yard under your command upon requisition, approved by the superintending officer, who will keep a strict and careful account of the same, in order that the Department may know the exact cost of the vessel when completed.

Respectfully, your obed't serv't,
(Sgnd)

I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'd't Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

WASHINGTON, D. C., March 11th, 1876.

To COMM'D'T, U. S. Navy-Yard, League Island, Pa.:

Send Constitution to Wood and Dialogue Works in charge of ship-keepers, who will remain on her until insurance is effected.

(Sgnd)

I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, April 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 20th, 1876.

SIR: Referring to your letter of the 18th inst., (No. 53,) the materials required to repair the Constitution at Camden, N. J., will be sent over from the yard under your command by the ferry-boat Burlington.

Very respectfully, your obed't serv't,
(S'g'n'd)

I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NEAFIE AND LEVY.

Dec. 4, 1875.—Completing Quinnebaug, on acct.....	\$20,000
Bal. due.....	15,000
Am't of contract.....	35,000

W. FLEET STEELE.

Nov. 8, 1875.—Plumbing for Quinnebaug, cash.....	\$3,900
Old materials.....	2,100
Total paid.....	6,000
Bal. due.....	6,000
Am't of contract.....	12,000

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Jan'y 22nd, 1876.

SIR: By direction of the Department you will please deliver the Puritan to Mr. John Roach for the purpose of rebuilding the same at his ship-yard at Chester.

Respectfully, your obed't serv't,
(S'g'n'd)

I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

[Telegram.]

WASHINGTON, D. C., Jan'y 24th, 1876.

To Captain C. H. WELLS:

Suspend the delivery of the Puritan to John Roach until further instructions.
(S'g'n'd)

I. HANSCOM,
Chief of Bureau.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the above is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Jan'y 29th, 1876.

SIR: Referring to the bureau's letter of the 22nd and telegram of the 24th inst., relative to the Puritan, the Department now directs that that vessel be turned over to Mr. John Roach for the purpose of being rebuilt by him at his yard in Chester, which please have done.

Instructions with regard to the disposition of the machinery of that vessel will, it is understood, be forwarded to you by the Bureau of Steam-Engineering.

Respectfully, your obed't serv't,
(S'g'n'd)

I. HANSCOM,
Chief of Bureau.

Captain C. H. WELLS, U. S. N.,
Com'nd't Navy-Yard, League Island.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, Apr. 11, 1876.

I certify the foregoing is a true copy.

PHILIP HICHBORN,
Naval Constructor, U. S. N.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, May 4th, 1875.

GENTLEMEN: Referring to your offer of the 28th ult., to do certain work on the U. S. S. Quinnebaug, at the navy-yard, Philadelphia, for the sum of thirty-five thousand dollars, (\$35,000,) the bureau does not consider the work therein specified as being sufficiently in detail to warrant its approval, but submits for your approval the following revised proposition:

That, for the sum above named, you will furnish all the labor usually performed by shipwrights, fasteners, outboard joiners, calkers, and laborers, necessary to complete the following portions of that vessel, viz:

Timbering of the lumber-port;

All the outside planking, from the keel to the rail, including squaring, calking, searching, and planing;

All keelsons, engine and shaft bearings, breast-hooks, ceilings, clamps, hold and store-room floors, all bulk-heads 2 inches and over in thickness; valves to water-tight bulk-heads; orlop and berth deck framing, including the fitting and fastening of the iron portion over boilers, berth-deck, and water-ways, thick strakes, deck-planking, hatch and scuttle coamings, hatches and scuttles, orlop and berth deck knees of all kinds; stanchions in hold, including fitting those of iron, chain, and shot-lockers, magazines and shell-rooms, ready for plumbers, engineers, and other openings through bottom and side, and fitting castings to same; gun-deck framing, water-ways, knees of all kinds, thick strakes and deck-planking; mast partners, coamings and steps; capstan-bitt chain pipe, chain stopper, and compressor beds; pivot chocks, coal and other scuttles; all hatch coamings of wood and fitting those of iron; topsail sheet bitts, and fitting, fastening, and finishing the same; five-rails and stanchions, of same; pin-rails; fitting and securing mooring and other bitts of iron; chain-pipes, compressors and stoppers; manger coaming and galley-platform, spirketing, battery-plank, main-rail, poop-deck and forecastle deck clamps, framing hatch-coamings, plank-sheer, chocks, deck planking; all stanchions under gun, poop, and forecastle decks; main rail, hammock stanchions and rails; cutwater and head, complete, channels; chain-plates, including templates for, and fastening the same; quarter-galleries; port-shutters, including the fitting and hauging; and attaching all fittings, both to small and pivot ports; ash ports cut and castings to be fitted; boat davits and fittings, including crutches, strongbacks, &c.; cat-heads for tacks and main-brace bumpkuis; hawse and mooring pipe-holes to be cut and casting fitted and fastened; sheet chocks to make and fit; air ports, and scuppers and castings fitted; all bolts for guns, and rigging, and other purposes, to fit and put in; iron and composition stanchions for hand-rails on poop and forecastle decks; false keel to work, fit, and fasten; stern bearing, shoe, stern-post, and stern-post palm to fit and fasten; rudder to hang and tiller to ship. All templates of whatever nature, for iron-workers, to be made by you. All labor necessary to launch ship, and secure launching material, after she is afloat. All decks, store-room floors, and platforms to be squared, bunged, calked, and planed. All the above work is to be done in a workmanlike manner, and in accordance with the specifications, and to the satisfaction of the superintending naval constructor.

Any portion not above specified which must be done in order to complete that which is specified, will be done by you. The labor necessary to handle and transport all material from store-houses and shops, to build stages, &c., is to be furnished by you. And it must be understood that you are to be responsible for the successful launching of the vessel, and the securing of the launching material.

In the performance of the work the facilities of the yard and the use of tools will be allowed you, with the understanding that you are to keep the tools in repair while using them.

The amount (\$35,000) allowed for doing this work will be paid in four payments, (three of which shall be \$10,000 each, and the final payment to be \$5,000,) on bills in triplicate certified to by the inspecting-officer, that the work has sufficiently progressed to entitle you to the payment named.

Please signify in writing your acceptance of this proposition and your readiness to begin the work.

Respectfully,
(Sg'd)

GEO. M. ROBESON,
Secretary of the Navy.

Messrs. NEAFIE and LEVY,
Philada., Pa.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
May 11th, 1875.

SIR: Inclosed please find copy of an agreement with Messrs. Neafie and Levy for work to be done on the Quinnebaug at the yard under your command.

This work will be superintended by the naval constructor, or his assistant, who is expected to take special care that the work on this ship is carefully and continuously inspected during its progress, and that all the terms and conditions of the agreement are faithfully complied with by Neafie and Levy.

Should they engage their men to work by the hour, or for more than 8 hours a day, the bureau has no objection to such an arrangement, which must be considered as an agreement entirely between the men and the contractors.

Respectfully,
(S'gn'd)

GEO. M. ROBESON,
Secretary of the Navy, for Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, Philadelphia, Pa.

NAVY DEPARTMENT, BUREAU OF CONSTRUCTION AND REPAIR,
May 24th, 1875.

SIR: Referring to your letter of the 15th inst. (No. 79) relative to Messrs. Neafie and Levy using the saw-mill for work on the Quinnebaug, the arrangement with them is that the Government is to be at the expense of running this mill for this work during the regular hours of employment in the navy-yard, and they are to be at the expense of running the mill for the extra hours.

Respectfully,
(S'gn'd)

GEO. M. ROBESON,
Secretary of the Navy, for Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Comm'd't Navy-Yard, Philadelphia, Pa.

NAVAL CONSTRUCTOR'S OFFICE, U. S. NAVY-YARD,
League Island, Apr. 11, 1876.

I certify the foregoing are true copies.

WM. C. PESSELIEIRE,
Chief Clerk.

\$20,000 paid—\$15,000 due.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
Washington, August 11, 1875.

SIR: Referring to your offer of the 6th inst. to do all the plumbing-work on the Quinnebaug for the sum of \$14,000, the bureau considers too high, and proposes to you that you shall do all the necessary plumbing-work; that is to say, furnish all necessary

ships' water-closets, urinals, with tanks, cocks, valves, waste-pipes, and other lead pipes connecting the same; also, the lining of the head and manger, with head-pumps, all the necessary dills; also, lining the bowsprit-bed, hawse-pipes, galley-bed, ship's scuppers, air-ports, rudder-case, chocks, magazines, shell-rooms, passages, light-boxes, boat-ammunition room, sail-room, bread-room, pantry, and furnishing sea-cocks, channel-pumps, deck-pumps, bilge-pumps, fresh-water pumps, copper strainers, sounding-pipes, dills, &c.

And in consideration of your doing the work as above set forth, the bureau agrees to pay the sum of \$12,000. The old materials the Government will furnish to you to be reworked, which have accumulated from the breaking-up of the light-draught monitors Koka and Minnetonka, at Wilmington, Del., and the Algoma and Otsego at Cramp & Sons', Phila., will go towards the materials used in this work. The balance to be paid in two equal payments in money, on the certificate of the naval constructor superintending the work that the work is satisfactorily completed according to the specifications which will be furnished.

Please notify the bureau of your acceptance of this proposition.

Respectfully, your obed't servant,
(Signed)

I. HANSCOM,
Chief of Bureau.

W. FLEET STEELE, Esq.,
Philadelphia, Penna.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION & REPAIR,
August 12th, 1875.

SIR: Enclosed please find copy of a proposition made by the bureau to Mr. W. Fleet Steele to do the plumbing-work on the Quinnebaug for the sum of \$12,000, which has been duly accepted by him, and the specifications for doing the work are herewith forwarded.

You will please direct the naval constructor superintending the work to have it proceeded with as rapidly as the other work on the Quinnebaug will allow.

With regard to the old materials to be furnished, as mentioned in the letter enclosed, they will be supplied to the contractor at a fair valuation; and when the work, in the opinion of superintendent, has sufficiently progressed to entitle the contractor to the first of the two money-payments provided for in the agreement, bills for the same will be made and certified by him for the approval of the bureau. A reservation of fifteen (15) per centum will be withheld from the amount of this bill, which reservation, as also the second payment, will not be paid until the completion and acceptance of the work.

Respectfully, your obed't servant,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. HENRY PREBLE, U. S. N.,
Comm'd't Navy-Yard, Phila.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION & REPAIR,
August 13th, 1875.

SIR: Enclosed please find copy of the specifications for doing the plumbing-work on the Quinnebaug, referred to in the bureau's letter of the 30th ulto. to Mr. W. Fleet Steele, a copy of which was forwarded to you yesterday.

Respectfully, your obed't servant,
(Signed)

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Phila.

Specifications for plumbing on U. S. S. Quinnebaug.

Water-closet.—To furnish and put up complete, in such places as the inspecting-officer may direct, four forward and two in quarter-galley 4½-inch single acting ships' water-closets, to be lined with 6-pound sheet-lead, properly nailed and soldered; the closets to be supplied with tanks made of 8-pound sheet-lead, to hold about 50 gallons, each to be supplied from deck with 2-inch medium lead-pipe; also, ½-inch pipe and ¾-inch medium lead-pipe to closets. All tanks to have 2-inch brass deck-plates.

Urinals.—To furnish and put up two forward galvanized iron urinals, to be supplied from tanks with $\frac{3}{4}$ -inch medium lead-pipe, and waste through $1\frac{1}{2}$ -inch medium lead-pipe to connect with water-closets. Urinals to have, each, composition stop-cock.

Water-closet scuppers.—The closets to waste through 4-inch lead-pipe, to be $\frac{1}{2}$ thick, to fasten with lead flange, bolts and nuts to water-closet, and skin, each about 15 feet long.

Baths.—To furnish and put up complete four bath-tubs, in such place as the inspecting-officer may direct, with tanks same as above described, supplied through 2-inch medium lead-pipe, with cocks, valves, and chain to waste through $1\frac{1}{2}$ -inch medium lead-pipe outboard.

Head.—The head to be lined with $\frac{1}{4}$ -inch sheet-lead, properly nailed and soldered, 24 feet long by 12 feet wide; to have scuppers running to water-line on the bow, to be made of $\frac{1}{4}$ -inch sheet-lead (8×4) about 20 feet long and 8×4 inches to be placed on each side.

Two dills to be lined with $\frac{1}{4}$ " sheet-lead, properly nailed and soldered, 11 feet long, 1 foot wide, and 2 feet deep to connect to scuppers.

Bowsprit lining.—The bowsprit to be lined with 10-pound sheet-lead 4×4 , 8 feet long, to be properly nailed and soldered.

Hawse-pipe.—To furnish and put in four hawse-pipes, to be made of $\frac{1}{4}$ -inch sheet-lead, properly nailed and soldered, 18 inches in diameter by 4 feet long.

Manger.—To furnish and put in manger $\frac{1}{4}$ -inch sheet-lead, 14 feet long and 12 feet wide, properly nailed and soldered, with two 3-inch scuppers to run outboard.

Galley-bed.—To furnish and put in $\frac{1}{4}$ -inch sheet-lead, 14 feet long by 10 feet wide, to be properly nailed and soldered.

Ship-scuppers.—To furnish and put in two on quarter-deck and four on poop-deck, four by three inch, $\frac{1}{4}$ sheet-lead scuppers, about 3 feet long. Ten on main deck, four feet long, eight by six inch, $\frac{1}{4}$ -inch sheet-lead, to be properly nailed and soldered, to have copper strainers on inside.

Air-ports.—To furnish and put in ten under quarter-deck, sixteen under poop-deck, and forty-eight on berth-deck, fourteen inch outside and twenty-two by eighteen inch inside, and two feet long, to be properly nailed and soldered.

Wash hand-basins.—To furnish and put up eight, plain pattern, fourteen-inch patent overflow wash hand-basins, to be supplied with tanks as above described.

Wash hand-basins cont'd.—Also, silver-plated basin cocks, plugs and washers, to be supplied through 1-inch medium lead pipe, to waste through $1\frac{1}{2}$ -inch medium lead pipe, to lead outboard.

Rudder-case lining.—To furnish and put in $\frac{1}{4}$ -inch sheet-lead lining, thirty-six inches by thirty inches, seven feet long. Also, lining 6 mooring-pipes with $\frac{1}{4}$ -inch sheet-lead, twelve inches in diameter, thirty inches long, to be properly nailed and soldered.

Magazines.—To furnish and line forward magazine with 6-pound sheet-lead, fore and aft, eleven feet athwartships, ten feet and nine feet high, bottom to be covered with 6-pound sheet-lead; forward magazine passage-way to be lined with 6-pound sheet-lead, fore and aft, 7 feet by 4 feet athwartships and ten feet six inches high, to be supplied with two three-inch scuppers; through passage-way to magazine, the passage will be supplied with three-inch ship's sea-cock and have couplings, the magazines to have four-inch waste-valve, to be fitted with four and a half inch $\frac{1}{4}$ " lead pipe to run to bilge, the valves to be fitted with one inch and a quarter copper rod, with handles on berth-deck and key on spar-deck, to cover with four-inch brass deck-plate, overflow waste-pipes to be three inches in diameter and $\frac{1}{2}$ thick, to have trap under floor, and the pipe to run within 6 inches of top of magazine. The after magazine to be fitted in all respects same as above described, fore and aft 12 feet, athwartships eleven feet 6 inches, and 10 feet 6 inches high, bottoms to be covered with 6-pound sheet-lead. The passage-way will be in all respects the same as above described, fore and aft four feet, athwartships fourteen feet, and ten feet six inches high, tops and bottoms to be covered with 6-pound sheet-lead. All the above work to be properly uailed and soldered, to the satisfaction of the inspecting-officer.

Shell-room.—The forward shell-room to be lined with 6-pound sheet-lead, fore and aft eight feet, athwartships nine feet, and ten feet six inches high, bottom to be covered with 6-pound sheet-lead, to be fitted with cocks, waste-valves, rods, handles, and overflow-pipes, as described in magazines. The after shell-room fitted in all respects same as above described, fore and aft nine feet six inches long; athwartship eleven feet nine inches, and ten feet high, bottoms to be covered with 6-pound sheet-lead, cocks, waste-valves, rods, handles, deck-plates and overflow-pipes to be fitted same as described in magazines: all the above work to be properly nailed and soldered.

Boat-ammunition room.—To be fitted in all respects same as above described in magazine, fore and aft five feet six inches, athwartships ten feet, and ten feet high, to be properly nailed and soldered.

Sail-room.—To furnish and line with XX bright tin, to be covered top and bottom, fore and aft eight feet, athwartships thirteen feet nine inches, and eight feet high, one room starboard and one port, to be properly nailed and soldered and fitted to the satisfaction of the inspecting-officer.

Bread-room.—To furnish and line same as above described, fore and aft nineteen feet three inches, athwartships eleven feet seven inches, and seven feet high, one forward and one aft, to be fitted in all respects same as sail-room.

Sea-cocks.—To furnish and put in six 2½-inch brass sea-cocks, with bolts, flange, and couplings complete, to be soldered to 2½-inch ¼" lead pipe, the holes to be cut and lined with 3-inch ¼" lead pipe, all to be properly flanged and nailed outside, to make perfectly water-tight.

Head-pumps.—To furnish and put up complete in head two 4-inch brass chamber head-pumps, to be connected with 2½-inch ¼" lead pipe to run to sea-cocks forward, to have nozzles and hose-couplings for outlet in head.

Channel-pumps.—To furnish and put in complete, with brakes and couplings, two No. 19 Bible-back pumps, to be placed on the channel, each side suction-pipe to be 2½-inch ¼" lead pipe, to run inboard to connect with sea-cocks, the discharge-pipe to run inboard, to be fitted with hose, nozzle, and couplings complete.

Deck-pump aft.—To furnish and put up complete, with brakes and couplings, one No. 19 Bible-back pump, to be placed on poop-deck where the inspecting-officer may direct, to be fitted with 2½-inch ¼" lead pipe, to run to sea-cock aft.

Deck-pump forward.—To furnish and put up complete one No. 19 Bible-back pump, to be placed under fore-castle where the inspecting-officer may direct, and fitted in all respects same as described above.

Bilge-pumps.—To furnish and put up complete four nine-inch bilge-pumps, with brakes and levers complete; these pumps to be placed where the inspecting-officer may direct, to be fitted with 6-inch ¼" lead pipes to run to bilge, with lead strainers of proper size, to be made of ¼" sheet-lead properly soldered.

Fresh-water pumps.—To furnish and put up complete, where the inspecting-officer may direct, one 3-inch lift and force fresh-water pump, mounted on plank, to be connected with 2-inch ¼" lead pipe, to run to fresh-water tanks in hold, and to supply scuttle-butt with 1½-inch brass-cock with connection to galley and supply-galley. Coppers with four 1½-inch cocks over galley.

Copper strainers.—To furnish and put on over all sea-cocks 12-inch raised copper strainers, properly screwed to hull, to be made of 30-pound copper; to furnish and put on strainers over all ventilating-holes in the hull of ship, to be made of 18-oz. copper.

Sounding-pipes.—To furnish and put up two 3-inch ¼" lead sounding-pipes, to run from main-deck to bilge, where the inspecting-officer may direct.

Pantry.—To furnish and put up one 2-inch cistern-pump, to be fitted with 1½-inch lead pipe, to run to fresh-water tank; also, sink, to be lined with 6-pound sheet-lead, properly nailed and soldered.

Mast coats of lead to be properly nailed and secured on main and berth deck on each mast.

The lightning-rods to be covered with a sheath on each side of ship below the water-line, and the necessary fittings for life-buoys where required.

Sills.—To furnish and put in 18-ounce brass on all state-room sills, steps, ladders, and companion-ways, supposed to be 40 steps 2 feet long and 10 inches wide, and 60 sills 2 feet long by 7 inches wide, to be properly nailed or screwed with escutcheon pins.

All the materials for pumps, brass-work, lead, solder, nails, &c., including labor, to be of the best quality and workmanship, and the above specified work to be done to the satisfaction of the United States inspecting officer for the sum of

(Signed)

W. FLEET STEELE,

Ship Plumber, 806 Swanson Street, Philadelphia.

NAVAL CONSTRUCTOR'S OFFICE,
U. S. Navy-Yard, League Island, April 11, 1876.

I certify the foregoing are true copies.

WM. C. BESSELIEVRE,
Chief Clerk.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 12, 1876.

SIR: Referring to the report of the 8th instant, from the naval constructor and assistant naval constructor at the yard under your command, forwarded by you, and inclosing bills of R. Wood & Dialogue for work done to the Mayflower, you are informed that bills amounting to \$5,532.95, for labor and materials expended on that vessel from October 14, 1875, to April 1, 1876, were approved by the bureau, under date of the 11th instant, and handed to that firm.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 8, 1876.

SIR: In obedience to bureau's telegram of the 3d instant, we have re-examined the Mayflower, and respectfully submit the following report:

We find that the work thus far performed is satisfactory.

The charges we consider are in excess of those for which the same work could have been done at this yard.

The original bills are herewith inclosed, together with recapitulation and estimates for doing the work at this yard.

	Labor.	Materials.
Bill No. 1, October 14, 1875, to March 1, 1876.....	\$2,301 17	\$1,614 71
Yard estimate for same work.....	1,850 00	900 00
	451 17	714 71
		451 17
Bill No. 1, Amount of excess.....		1,165 88
Bill No. 2, March 1, to April 1, 1876.....	\$967 42	\$649 65
Yard estimate for same work.....	870 00	540 00
	97 42	109 65
		97 42
Bill No. 2, amount of excess		207 07
Amount of excess on bill No. 1.....		\$1,165 88
Amount of excess on bill No. 2.....		207 07
Total excess of cost over estimate for labor and materials.....		1,372 95

We are, sir, very respectfully, your obedient servants,

P HILIP HICHBORN,
Naval Constructor, U. S. N.

JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

[Telegram.]

WASHINGTON, D. C., April 3, 1876.

TO COMMANDANT NAVY-YARD,
League Island, No. 1711 South Broad Street, Philadelphia:

Direct the constructor and assistant constructor to re-examine the Mayflower and ascertain and report if the work done on her for this bureau by Wood & Dialogue is satisfactory and the charge for it proper and just.

I. HANSCOM,
Chief of Bureau.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 10, 1876.

SIR: You will please direct Naval Constructor Hichborn and Assistant Naval Constructor Hoover to examine the Mayflower, at the establishment of Wood & Dialogue, Camden, N. J., and report the cost of the work done or to be done to her by that firm, so far as pertains to this bureau.

When the report is made you will please forward it to the bureau.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

NAVAL CONSTRUCTOR'S OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., March 15, 1876.

SIR: In obedience to the Bureau's order of the 10th instant I herewith inclose, for transmission to the Bureau of Construction and Repair, the estimated cost of the work done and to be done on the tug Mayflower by the firm of Wood & Dialogue, Camden, N. J. The vessel has been lying at their yard for the past six months.

I am, sir, very respectfully, your obedient servant,

JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Estimated amount for labor and material furnished by Messrs. Dialogue & Wood, for United States tug Mayflower, from October, 1875, to present date, March 13, 1876.

Deck cut out and replaced for boilers.
 House lengthened on fore end.
 Pilot-house raised up and built new.
 Canvas on house (fore end) made new.
 Foremast moved forward, (new partners and step.)
 Iron deck-beams over boilers, four new ones in place of wood.
 Hatch-coamings forward, made new.
 Pumps moved forward.
 Chain-plates to foremast moved.
 Cross bulk-heads, iron, two, rebuilt new and moved.
 Cross bulk-heads, iron, one, rebuilt and moved.
 Iron tunnel-way rebuilt new.
 Painting new work, (one coat.)
 Iron hatch-frame for heater made new.
 Calking new work.

Material	\$900
Labor	1,550
Estimated value of work done.....	2,750

Estimated cost for labor and material for work to be done to tug Mayflower.

HULL.

Tug to be taken out and bottom cleaned and painted, two coats of red-lead.
 Bilges well cleaned, scraped, washed out, and painted; two coats of red-lead.
 House on deck to be fitted, (as per plan,) to be furnished.
 Steering-wheel, to be made new, not less than 5 feet 6 inches diameter.
 Pilot-house, to complete, doors to have glass inserted, &c.
 Steering-gear, to be properly led under the deck.
 Galley and pantry, to be fitted, (as per regulations.)
 Water-closets, three new ones to build inside the house.
 Hand-rail, all round the top of house, brass to after end of pilot-house, the remainder to be iron stanchions, with brass balls, not less than 2 feet 6 inches in height.
 Bitt, forward, to be reduced in height 12 inches and fitted with brass corners.
 Hood for fore-hatch, with slides; all to be movable.
 Upper deck to be repaired; seams calked when necessary.
 Seams above the water-way, to be recalked, painted, and puttied.
 Chocks for guns abreast of house to be taken away.
 Sky-lights and ladders to be completed.
 Berth-deck forward, seams to be calked, painted, puttied; all to be shellaced.
 Berth-deck aft, seams to be calked, painted, puttied; all to be shellaced.
 Magazines and shell-rooms to be repaired and painted.
 Awning-stanchions on upper deck to be fitted.
 Awning-stanchions on top of house, of iron, to be made and fitted.
 Scuppers properly fitted on top of house.
 Gangway-ladders to top of house, three to be made.
 Gangway-ladders on side of tug, with stanchions.
 Brass on all the door-sills and other places where required.
 Seats on top of house, (two,) amidships.
 Pumps and fittings to complete.

All doors, windows, lockers, &c., to be repaired and fitted.
 Water-closets on bow to be taken down; not required.
 Outside to be properly scraped and painted black, one coat.
 Inside, old work to be properly scraped and painted white, two coats.
 All new work to be painted three coats.
 Cabin, wardroom, and steerages, to be glossed.
 House, inside and out, to be painted white.
 Berth-deck, all work to be scraped and painted, fore and aft.
 Top of house to be painted light lead color, and sanded.
 All miscellaneous work required to complete the vessel.

MASTS.

To be scraped, oiled, and tops painted white.
 Gaffs to be repaired and painted.
 Flag-staffs, two to be fitted and painted.

BOATS.

Boats, two to be repaired and painted complete.

TANKS.

To be well cleaned and painted.

FURNITURE.

Bureaus and wash-stands, tables, &c., to be repaired, scraped, and oiled.

All of the required work to be done in a workmanlike manner, and to the satisfaction of the superintendent, that the vessel may be ready for occupancy by officers and crew in all respects. Anything omitted in the above estimate is to be done by the contractors without extra charge.

RECAPITULATION—WORK TO BE DONE.

	Material.	Labor.	Total.
Hull	\$1, 000	\$2, 200	\$3, 200
Masts	10	20	30
Boats.....	20	100	120
Tanks	5	15	20
Furniture.....	50	300	350
	1, 085	2, 635	3, 720

Yours, respectfully,

PHILIP HICHBORN,
Naval Constructor, U. S. N.
 JOHN B. HOOVER,
Assistant Naval Constructor, U. S. N.

NAVY-YARD, LEAGUE ISLAND, PHILADELPHIA,
 INSPECTION OF PROVISIONS AND CLOTHING,
April 15, 1876.

SIR: Joseph Tiers, writer, (\$3 per day,) is the only employé of this department placed on the rolls by order of the chief of the bureau, between September, 1872, and November, 1875—since discharged.

Very respectfully, your obedient servant,

ARTHUR BURTIS,
Paymaster, U. S. N., Inspector Provisions and Clothing.

Capt. C. H. WELLS, U. S. N.,
Commandant.

EQUIPMENT OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 15, 1876.

SIR: The following is the number of clerks, writers, inspectors, and employes placed on the rolls of this department by order of the Secretary of the Navy and chief of bureau, from September, 1872, to November, 1875:

No.	Employés.	Rate of pay.	By whose order.
1	Chief and time-clerk	\$1,400 per annum..	Secretary of Navy, July 21, 1874.
1	Store-clerk.....	\$1,250 per annum..	Secretary of Navy, August 11, 1874.
1	Writer.....	\$3.25 per diem.....	Secretary of Navy, November 7, 1872.
None	Inspectors.....		
3	Sail-makers.....	\$3.00 per diem.....	Secretary Navy, Sept. 2 and Dec. 2, 1872, and August 28, 1875.
3	Riggers..	\$3.50 per diem.....	Secretary Navy, Sept. 2 and 30, 1872, and September 15, 1874.
1	Messenger.....	\$2.00 per diem.....	Chief of bureau, telegram, July 3, 1874.

Very respectfully, &c.,

WILLIAM M. PALMER,
Chief Clerk to Equipment-Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island. Pa.

CIVIL ENGINEER'S OFFICE, UNITED STATES NAVY-YARD,
League Island, April 15, 1876.

SIR: In compliance with your instructions of to-day, I have the honor to submit the following statement showing the number of clerks, writers, inspectors, and employes placed on the rolls of the Department of Yards and Docks at this yard, by order of the Hon. Secretary of the Navy, and Chief of Bureau of Yards and Docks, from September, 1872, to November, 1875, with their rates of pay:

No.	Rating.	By whose order employed.	Pay per day.
1	Inspector of paints	Secretary of the Navy.....	\$5 00
1	Writer	do.....	3 26
4	Brick-masons	do.....	3 50
1	House joiner, first class.....	do.....	3 00
1	Captain of watch	do.....	3 00
1	Special laborer	do.....	3 00
7	First-class laborers	do.....	2 00
1	Painter, first class.....	Bureau of Yards and Docks.....	3 50
1	Joiner, first class.....	do.....	3 00
18			

No orders were received to retain any employé until special orders were sent from the Department to discharge. All of the above have since been discharged except the first two.

Very respectfully, your obedient servant,

SAMUEL A. STRATTON,
Civil Engineer, U. S. A.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island, Pa.

ORDNANCE OFFICE, UNITED STATES NAVY-YARD,
League Island, April 15, 1876.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa. :

SIR: I would respectfully report that there have been no clerks, writers, inspectors, or employes placed on the rolls in this department of this yard by order of the Secretary of the Navy or of the head of bureau.

Those employed by special order of the commandant are as follows, viz :

Classes.	No.	Rate of pay.	Remarks.
Writer	1	\$3 25	"Not to be discharged unless for bad conduct." Included in general discharge ordered by bureau to take effect December 6, 1875.
Laborer, first class ..	1	2 20	

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Inspector of Ordnance.

NAVIGATION OFFICE, UNITED STATES NAVY-YARD,
League Island, Pa., April 15, 1876.

SIR: I would respectfully report that there have been no clerks, writers, inspectors, or employes placed on the rolls in this department of this yard by special order of the Secretary of the Navy, or the head of the bureau, from September, 1872, to November, 1875.

Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander and Navigation Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 17, 1876.

Hon. W. C. WHITTHORNE,
Chairman of Naval Committee, Girard House, Philadelphia, Pa. :

DEAR SIR: Agreeably to your request of yesterday, I herewith inclose you lists of the number of clerks, writers, inspectors, and employes placed on the rolls of the yard in each department, (except steam-engineering, whose books you now have,) by order of the Secretary of the Navy, and of the heads of bureaus, with rates of pay to each, from September, 1872, to November, 1875, noting those to be retained until special orders from Department to discharge.

I also inclose copies of the orders of the bureau, and report of the constructor, (chief engineer made no report,) and amounts of approved bills in relation to the Mayflower. In answering the question, yesterday, relating to the Mayflower, the estimate of Naval Constructor Hiebborn for the repairs to that tug, I had to rely upon my memory in relation to the difference between his and Wood & Dialogue, which I find now by reference to the official letters to be \$1,372.95, instead of \$600, as stated.

I am, sir, very respectfully, &c.,

C. H. WELLS,
Captain, Commandant.

P. S.—Number of clerks, writers, &c., in construction department is not yet finished, but will be forwarded when done.

C. H. W.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 18, 1876.

Hon. W. C. WHITTHORNE,
Chairman of Naval Committee, Girard House, Philadelphia, Pa. :

DEAR SIR: I herewith inclose you the list of clerks, writers, inspectors, and employes called for by your memoranda of the 14th instant, and which was omitted in those inclosed in my letter of yesterday, as noted in the P. S.

Very respectfully, &c.,

C. H. WELLS,
Captain, Commandant

Number of persons employed by order of the honorable Secretary of the Navy, from September, 1872, to November, 1875.

Occupation.	1872.			1873.		1874.				1875.			1872.	1873.	1874.	1875.
	Sept.	Oct.	Nov.	Dec.	April.	Oct.	July.	August.	Sept.	Oct.	Nov.	Jan.	March.	May.	Oct.	Pay per diem.
																Pay per diem.
Labors.....	15	5	5	.....	.....	.....	.....	7	12	9	.....	1	.....	.....	.....	\$2 20
Joiners.....	4	1	4	.....	1	.....	5	1	14	3	.....	.....	.....	.....	19	\$3 34
Painters.....	12	2	2	.....	.....	.....	3	3	6	7	.....	.....	.....	.....	.....	\$3 24
Riveters.....	2	3	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 40
Shipwrights.....	2	1	.....	.....	.....	.....	2	2	6	10	.....	1	.....	.....	2	\$2 30
Ship-keepers.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3	\$3 50
Coopers.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 50
Shipsmiths.....	.....	1	1	.....	.....	.....	2	.....	3	1	.....	.....	.....	.....	.....	1 90
Plumbers.....	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4 00
Iron-plateers.....	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 50
Borers.....	.....	1	.....	1	.....	.....	1	1	1	.....	.....	.....	.....	.....	1	4 76
Engine fitters.....	.....	1	.....	.....	.....	.....	5	.....	17	13	.....	.....	.....	.....	8	3 00
Quartermen, joiner.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 50
Quartermen, shipwright.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 20
Quartermen, shipsmith.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 84
Quartermen, laborer.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4 00
Second-class shipsmith.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Sawyers.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4 24
Mast-makers.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 70
Molder.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 00
Apprentices.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 50
In charge of iron store.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total.....	39	15	14	2	1	1	21	11	64	45	1	2	2	4	36	.....

* To be kept employed until further orders. † Not to be discharged unless work ceases. ‡ October, \$2.50. § May, \$2. || Not employed; failing to present himself for examination.

Respectfully submitted.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

PHILIP HICHBORN,
Naval Constructor, United States Navy.

BUREAU OF ORDNANCE,
UNITED STATES NAVY-YARD, PHILADELPHIA,
November 23, 1875.

Nathl. McKay to Bureau of Ordnance, Dr.

1875.				
Sept. 29,	To	20,000 lbs. bronze,		
Oct. 4 and 5,	To	15,000 " "		
Nov. 10.	To	9,810 " "		
Nov. 19, 20 and 22,	To	118,869 " "		
Total				
		163,679 " "	at 16 $\frac{3}{4}$ cents	\$26,802 43
		To 312 pounds lead excess attached to magazine doors,		
		sold October 26, 1875, at 6 $\frac{1}{4}$ cents		19 50
				\$26,821 93

Cr.

By 312 pounds less magazine doors sold Octo-				
ber 29, 1875, at 12 cents				\$37 44
Labor in running lead attached to doors				16 45
				53 89
Amount due				\$26,768 04

B. J. CROMWELL, U. S. N.,
Commander and Inspector of Ordnance.

Approved.

G. HENRY PREBLE, U. S. N.,
Commodore, Commanding.

Received the above.

W. W. HILL, Paymaster.

[Telegram.]

WASHINGTON, December 15, 1875.

To Commodore GEO. H. PREBLE,
1711 South Broad Street:

Under instructions to you to obtain the most favorable terms in your power for the removal of the stores, you are authorized to confirm or revoke the agreement with Mr. McKay, as you judge most advisable.

I. HANSCOM, Chief of Bureau.

COMMANDANT'S OFFICE, UNITED STATES NAVAL STATION,
League Island, April 8, 1876.

List of clerks in the commandant's office.

Wm. J. Manning, first clerk.

James Davenport, second clerk.

Statement showing the number of persons employed in the department of construction and repair at the United States navy-yard, Philadelphia, during the month of October, 1872, 1873, 1874, and 1875.

Occupation.	1872.	1873.	1874.	1875.	Occupation.	1872.	1873.	1874.	1875.
Civil officers	1	2	3	3	Tinners	6	1		1
Clerks	3	3			Coppersmiths	5	1		3
Writers	14	18	10	13	Coopers	5	1		
Receivers	2	2	1	1	Engine-tenders	5	7	8	8
Shipwrights	127	111	42	196	Firemen	5	6	6	7
Borers	62	55	58	102	Common laborers	881	321	77	187
Bricklayers	2	2		1	Brass and iron foundries	4	5		
Millmen	14	8	6	2	Molders				5
Joiners	106	39	31	36	Teamsters	2	5	1	2
Cabinet-makers	5	2	9		Rigger-laborers	15	10	5	13
Pattern-makers	2			1	Spinners	16			20
Shipsmiths	63	22	27	30	Ship-keepers	11	10	3	10
Ship-smith-helpers	28	13	14	33	Reamers	1			20
Assist. timber inspector	1	1		1	Apprentices	38	33	30	20
Captain of Burlington				1	Calkers	27	63	21	52
Iron-plate	25	10	3	27	Inspector of timber			1	1
Acting time-clerk				1	Inspector of iron			1	1
Galvanizers	3	4	2	3	Scrapers	1	4	1	
Mast-makers	8	4	16	18	Photographer		1	1	1
Boat-builders	10	5	14	13	Draughtsman	1	1	1	1
Painters	99	14	25	29	Store-hands	4	5	2	2
Block-makers	10	3	6	6					
Turners	2	1	1	1					
Plumbers	15	7	5	1					
					Totals	1,629	800	431	873

List of clerks, &c., employed at present.

William C. Besselièvre, chief clerk.
 William I. Harris, store-clerk.
 Clement Keen, inspector of timber.
 William D. Middleton, inspector of iron.
 John W. Ayres, assistant inspector of iron.
 Charles F. Currie, receiver and examiner of stores.
 Isaac W. Sweeny, acting time-clerk.
 James F. Voldenar, writer.
 William Louderback, writer.
 Ryland Hamilton, writer.
 Very respectfully, &c.,

PHILIP HICHBORN,
Naval Constructor, United States Navy.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

Statement showing the number of clerks, writers, inspectors, and employés of all descriptions and classes in this department in October 1872, 1873, 1874, and 1875; also, the number of clerks, writers, and inspectors by name and class now.

Rating.	October, 1872.	October, 1873.	October, 1874.	October, 1875.	Rating.	October, 1872.	October, 1873.	October, 1874.	October, 1875.
	No.	No.	No.	No.		No.	No.	No.	No.
Superintendent of improvements	1	1	1	1	Stone-cutters	6			4
Draughtsman	1	1	1	1	Stone-masons	1	24		2
Clerk to civil engineer	1	1	1	1	Slaters		9		1
Store-clerk	1	1	1	1	Plasterers				1
Muster and time clerk	1	1			Masons' helpers	26	66		30
Writers	2	2		2	Ho-d-carriers	17	62		23
Leveler	1		1	1	Riggers' leading men				1
Rodman	1	1	1	1	Riggers, first-class	1	2		1
Assistant draughtsmen		1	2		Foreman of laborers	1	1	1	1
Messenger and operator				1	Quartermen of laborers	1	2	2	2
Messengers	1				Tracklayer				1
Subinspectors	2	3	3	1	Special laborer		1		1
Foreman of joiners			1	1	Store-laborer		1	1	1
Quartermen joiners				2	First-class laborer	56	50	92	95
Leading-man joiners	1	1			Second-class laborer		2	2	1
First-class joiners	4	11	23	93	Stableman		1	1	1
Second-class joiners		1	1	4	Horse-teamsters	1	4	2	2
Joiners' laborers	1	2	5	62	Ox-teamster		1		1
Joiners' minor				1	Deck-hands, first-class				7
Inspector of painting			1	1	Deck-hands, second-class				2
Painters, first-class	1		3	3	Captains of watch		2	2	1
Painters, second-class				2	Watchmen		12	14	12
Quartermen machinists			1	1	Hired teams	4	1	3	4
First-class machinists			2	1					
Machinist helper				1	Total	85	274	451	434
Engineer of tug	1	1	1	1					
Engineer steam fire-engine	1	1	1	1	<i>Clerks, writers, and inspectors</i>				
Engineer stationary engine		1	2	3	<i>now employed.</i>				
Fireman stationary engine			1	2	James S. Mitchell, clerk to civil				
Fireman fire-engine	2	2	3	3	engineer.				
Tinners				2	William B. Lardon, store-clerk.				
Plumbers				1	Aaron J. Ward, store-clerk.				
Blacksmiths		3	2	2	John S. Warner, clerk to cap-				
Blacksmiths' helpers		2	2	2	tain of yard.				
Foreman of masons		1	1	1	John L. Donnelly, writer.				
Quartermen masons		2	5	1					
Brick-masons		46	102	37					

Respectfully submitted.

FRANKLIN A. STRATTON,
Civil Engineer, U. S. N.

Capt. C. H. WELLS, U. S. N.,
Commandant United States Navy-Yard, League Island, Pa.

EQUIPMENT OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 8, 1876.

SIR: I would respectfully report that the following are the number of employés in this department during the months of October, 1872, 1873, 1874, and 1875:

	Clerks.	Writers.	Receivers.	Messengers.	Sail-makers.	Riggers.	Painters.	Carpenters.	Laborers.	Total.
October, 1872.....	3	1	1	2	37	21	1	1	26	93
October, 1873.....	3	2	1	2	14	9	2	1	18	52
October, 1874.....	2	1	.....	2	14	.....	1	1	27	48
October, 1875.....	2	1	.....	2	34	30	1	1	35	106

NAVY-YARD, LEAGUE ISLAND, PA.,
April 8, 1876.

The following is also the number of clerks, writers, &c., employed at present:

EQUIPMENT.

William M. Palmer, chief, and time-clerk.
Jos. Elkenton, writer.

UNITED STATES NAVAL RENDEZVOUS.

Samuel Townsend, writer.
Very respectfully, &c.,

BYRON WILSON,
Commander, U. S. N., Equipment Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

NAVIGATION OFFICE UNITED STATES NAVY-YARD,
League Island, Pa., April 10, 1876.

SIR: The following is a list of clerks, writers, inspectors, and employés of all descriptions and classes at Philadelphia and League Island yards in October, 1872, 1873, 1874, and 1875, in this department, viz:

Classes.	October, 1872.	October, 1873.	October, 1874.	October, 1875.
Clerks .....	.....	.....	1	1
Writers	1	1	.....	.....
Laborers	5	1	1	2
Horse and cart	1	1	.....	.....
Joiners .....	.....	.....	.....	5
Molders .....	.....	.....	.....	2
Iron-platers .....	.....	.....	.....	2
Total	7	3	2	12

The following is a list of clerks, writers, and inspectors by name and class now, (April 8, 1876,) viz:

Wilbur F. Adams, clerk.
Very respectfully, your obedient servant,

B. J. CROMWELL,
Commander, and Navigation Officer.

Capt. C. H. WELLS, U. S. N.,
Commandant Navy-Yard, League Island, Pa.

ORDNANCE-OFFICE, UNITED STATES NAVY-YARD,
Philadelphia, April 10, 1876.

SIR : The following is a list of clerks, writers, inspectors, and employés of all descriptions and classes at Philadelphia and League Island yards, in October, 1872, 1873, 1874, and 1875, in this department, viz :

Class.	October, 1872.	October, 1873.	October, 1874.	October, 1875.
Clerks.....	2	1	1	1
Gun-carriage makers.....	11	10	3	5
Painter.....	1	1		
Machinists.....	2	2	1	1
Armorer.....	1	1	1	1
Riggers.....	2	15		
Seamen.....	4	2		4
Laborers.....	13	35	17	11
Watchman.....	1	1	1	1
Horse and cart.....	1			1
Sawyer.....		1		
Cooper.....				1
Molders.....				2
Blacksmiths.....				5
Total.....	38	69	24	33

There are no clerks, writers, or inspectors employed now, (April 8, 1876.)

Very respectfully, your obedient servant,

B. J. CROMWELL,

Commander and Inspector of Ordnance.

Capt. C. H. WELLS, U. S. N.,

Commandant Navy-Yard, League Island, Pa.

CHIEF ENGINEER'S OFFICE, UNITED STATES NAVAL STATION,
League Island, Pa., April 8, 1876.

SIR : In compliance with your order of this date, I respectfully report the number of clerks, writers, and employés in the navy-yard, Philadelphia, under the cognizance of the Bureau of Steam-Engineering, in the month of October, 1872, 1873, 1874, and 1875.

	Clerks.	Writers.	Employés.	Total.
October, 1872.....	3	3	122	128
October, 1873.....	3	3	94	100
October, 1874.....	2	1	132	135
October, 1875.....	2	2	62	66

And at the naval station, League Island—

	Employés.	Total.
October, 1872.....	10	10
October, 1873.....	9	9
October, 1874.....	5	5
October, 1875.....	6	6

Accompanying is the name and rating of all the employés in this department at this date, viz :

Henry M. Vallette, chief clerk.

John M. Curtis, store-clerk.

Thomas Robertson, writer.

William A. Agnew, writer.

William Conger, messenger.

Laborers : John Spencer, Wm. Rittenhouse, Alex. McIntyre, David Harris, Washington De Young, Jos. Blanc, George Reily, Edw. Horton, Chas. Smith, Holliday Welsh, Chas. Roney, E. P. Woods.

Very respectfully, your obedient servant,

T. J. W. COOPER,

Assistant Engineer, United States Navy.

Capt. C. H. WELLS,

Commandant Navy-Yard, League Island, Pa.

Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.	Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.
Draughtsman	1	1	1	1	Coppersmiths	4	2	1	1
Clerk to chief engineer ..	1	1	1	1	Coppersmiths' helpers ..	1	1	1	1
Store-clerk	1	1	1	1	Pattern-makers	2	1	1	1
Time-clerk	1	1	1	1	Carpenters	2	1	1	2
Writers	3	3	1	2	Pattern-makers' appren- tices	1	1	1	1
Messengers	2	1	1	1	Blacksmiths	3	5	9	3
Machinists, foremen	1	1	1	1	Strikers	3	3	3	1
Machinists	27	18	22	14	Painters	1	1	1	1
Machinists' apprentices ..	5	6	10	3	Engine-tenders	3	3	3	2
Boiler-makers, foremen ..	1	1	1	1	Firemen	2	4	2	2
Boiler-makers	21	23	25	9	Storemen	2	2	1	1
Boiler-makers' helpers ..	7	9	16	4	Laborers	20	7	27	14
Founders, foremen	1	1	1	1	Total	123	100	135	66
Loam-molders, iron-mold- ers, brass-molders	5	3	4	3					
Founders' helper	1	1	1	1					

Respectfully submitted.

W. ROWBOTHAM,
Assistant Engineer, U. S. N.

UNITED STATES NAVY-YARD, Philadelphia.

Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.	Rates.	Number employed in October, 1872.	Number employed in October, 1873.	Number employed in October, 1874.	Number employed in October, 1875.
Machinists	1	1	1	1	Laborers	8	8	5	5
Blacksmiths	1	1	1	1	Total	10	9	5	6

Respectfully submitted.

W. ROWBOTHAM,
Assistant Engineer, U. S. N.

UNITED STATES NAVY-YARD, League Island.

List of the number of men employed in the inspection of provisions and clothing, navy-yard
Philadelphia, in the month of October, 1872, 1873, 1874, and 1875.

Rates.	Number employed.	Number employed.	Number employed.	Number employed.
	1872.	1873.	1874.	1875.
Clerks	1	1	1	1
Writers	1	1	1	1
Receivers	2	3	3	3
Assistant receivers	1	1	1	1
Coopers	1	1	1	1
Sail-makers	1	1	1	1
Laborers	2	1	2	2
Messengers	1	1	1	1
Total	8	9	10	11

INSPECTION OF PROVISIONS AND CLOTHING,
Navy-Yard, League Island, April 10, 1876.

By direction of the inspector.

S. B. HARMER,
Clerk of Inspection.Capt. C. H. WELLS, U. S. N.,
Commandant.

UNITED STATES NAVY-YARD, LEAGUE ISLAND, PHILADELPHIA,
INSPECTION OF PROVISIONS AND CLOTHING,
April 10, 1876.

SIR: The following is a list of clerks, writers, and inspectors employed in this department on the 8th instant.

Samuel P. Harmer, clerk.

By direction of the inspector.

Very respectfully, your obedient servant,

S. P. HARMER,
Clerk of Inspection.

Capt. CLARK H. WELLS, U. S. N.,
Commandant.

List of clerks, writers, &c., employed in the office of paymaster of navy-yards, Philadelphia, in the month of October, 1872 to 1875, inclusive.

	1872.	1873.	1874.	1875.
Paymaster's clerk.....	1	1	1	1
Writer.....	1	1	1	1
Paymaster's yeoman.....	1	1	1	1
Messenger.....	1	1	1	1
Total.....	4	4	4	4

Employed at present, April 8, 1876.

Horace H. Hill, paymaster's clerk.

Samuel T. Cord, paymaster's yeoman.

Samuel S. Corey, writer.

George Story, laborer.

Arthur O'Neil, laborer.

HENRY M. DENNISON,
Paymaster, United States Navy.

UNITED STATES NAVY-YARD,
League Island, Phila., April 10, 1876.

UNITED STATES NAVY-YARD, LEAGUE ISLAND,
Philadelphia, April 10, 1876.

List of employes in the medical department of this yard, from October, 1872, to April 8, 1876, inclusive.

	October.	Apothecary.	Laborer.
United States navy-yard, Philadelphia, Pa.....	1872	1	1
Do.....	1873	1	1
Do.....	1874	1	1
Do.....	1875	1	1
Total.....		1	1

The following persons are employed in this department April 8, 1876:

William F. Woolsey, apothecary.

James H. Tunnell, laborer.

Respectfully,

H. Z. PERCY,
Acting Assistant Surgeon, United States Navy.

UNITED STATES NAVY-YARD,
League Island, Philadelphia.

Statement of Seyfert, McManus & Co., in reference to McKay transaction.

NEW YORK CITY,
52 Broadway, April 21, 1875.

Messrs. Seyfert, McManus & Co., bought of N. McKay :

19 tons scrap-iron at \$35 per ton..... \$665 00
Rec'd payment.

We have had delivered to us on order of November 7, 1864 :

877,080 pounds of 3-inch old armor-plate, at the rate of 3 tons of old for 1 ton of new iron.

We have had delivered to us on order of February 14, 1874, March 7, 1874, April 2, 1875, July 30, 1875, and August 27, 1875, the following :

1,030,280 pounds of scrap-iron.
659,960 pounds of scrap-iron.
343,556 pounds of scrap-iron.
1,502,759 pounds of scrap-iron.
6,085 pounds of scrap-iron.
119,061 pounds of scrap-iron.

3,661,701 pounds, at $1\frac{3}{4}$ cents per pound, \$64,079.76.

	Pounds.
Our total deliveries of new iron, from February 14, 1874, to date, aggregate.	1,083,550
From this amount is to be deducted, to pay for old iron delivered to us on order of November 7, 1874, at rate of 3 tons of old for 1 ton of new	292,360
Leaving a balance of	791,190
Deduct from this the iron for galvanizing pots, to be charged at 16 cents per pound	35,318
Balance to be settled for at 8 cents per pound.....	755,872
Say 35,318 pounds, at 16 cents	\$5,650 88
755,872 pounds, at 8 cents	60,469 76
791,190 pounds.....	66,120 64
292,360 pounds, (exchanged.)	
1,083,550 pounds, as above.	

Our account with the Navy Department is not yet settled. We have some new iron at our works, and also have some unfilled orders on our books, which we were requested to withhold at the time of the dismantling of the yard, until they were prepared to receive it at League Island.

There is also some scrap-iron, which was removed from the yard during the dismantling, and after the scales had been taken up, of which we are to return sworn statement of weight.

SEYFERT, McMANUS & CO.

APRIL 12, 1876.

RECAPITULATION.

Total value of new iron delivered by us at fixed price	\$66,120 64
Total value of old iron received at fixed price, as per statement.....	64,079 76
Balance due us.....	\$2,040 88

APRIL 12, 1876.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 14, 1874.

GENTLEMEN: The commandant of the Philadelphia yard has been instructed to deliver to you, upon application, old iron on hand in that yard, upon the same terms as to C. E. Pennock & Co.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

SEYFERT, McMANUS & Co.,
631 Chestnut Street, Philadelphia, Pa.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
February 14, 1874.

SIR: A proposition has been received from Messrs. Seyfert, McManus & Co., of Philadelphia, and accepted, to deliver at the yard under your command such iron as may be required for naval purposes and wanted for immediate use, in exchange for such old iron in the yard as may not be available or useful.

The exchange is to be made on the terms as with Pennoek & Co., and a portion of the iron which was to have been delivered to Pennoek & Co. will now, under this letter, be deliverable to Seyfert, McManus & Co.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore J. R. M. MULLANY,
Commandant Navy-Yard, Philadelphia.

Letter from bureau January 6, 1874, states that Pennoek & Co. take old iron at 1½ cents per pound, to be paid for by them in iron at 8 cents per pound.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
March 7, 1874.

SIR: You are authorized to deliver to Seyfert, McManus & Co. 100 tons of the 2-inch and 100 tons of the 3-inch plate-iron, in addition to the 250 tons of other iron which you were authorized to deliver to them by telegram of the 5th instant.

You were telegraphed to this effect to-day.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore J. R. M. MULLANY,
Commandant Navy-Yard, Philadelphia, Pa.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
April 2, 1875.

SIR: Referring to your letter of the 31st ultimo, (No. 52,) forwarding a report of the old iron, &c., in the yard under your command, you will please direct the following lots to be transferred to Messrs. Seyfert, McManus & Co., in part payment for new iron delivered by them under the bureau letter to you of February 14, 1874:

	Tons.
Port-shutters from New Ironsides	25
Mast-head-lookout shields.....	2
Turret rivets and bolts	25
Air-boxes and ventilators.....	50
Boat-davits and miscellaneous iron.....	50
Cast-iron rollers and miscellaneous iron	100

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
July 30, 1875.

SIR: You will please direct that the iron removed from the Nebraska, under the arrangement with Mr. W. P. Reynolds, be delivered to Messrs. Seyfert & McManus, on the same terms as that hitherto delivered to them. A careful account of the amounts so delivered will be kept and forwarded to the bureau.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia, Pa.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
August 27, 1875.

GENTLEMEN; Referring to your letter of the 26th instant, relative to the delivery to you, to be rerolled, of certain iron in the Philadelphia yard, the commandant of that yard has thus been directed to turn over such old iron belonging to this bureau as may be on hand and not wanted for Navy purposes.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

SEYFERT, McMANUS & Co.,
631 Chestnut Street, Philadelphia.

OFFICE OF SEYFERT, McMANUS & Co.,
631 Chestnut Street, Philadelphia, Pa., *August 26, 1875.*

SIR: We find that the order issued July 30, 1875, for iron to be delivered to us covers only about 75 or 80 tons, which is but a very small portion of the quantity due us; and as we are now in want of iron, we would respectfully request you to issue an order to deliver to us such stock as there is now lying in the Philadelphia navy-yard.

We have ascertained that the quantity at this yard comprises the following. Say, 80 to 90 tons of smith-shop scrap; 150 to 200 tons of taper bars, 8" x 8" on one end, tapering to 8 inches x 6½ inches on the other; 50 to 75 cast scrap; 2 pilot-houses belonging to Nebraska; also, two old boilers, which have been condemned and are unfit for use.

Hoping that you will do us the favor to issue the order, if possible, to-morrow, we are

Yours, respectfully,

SEYFERT, McMANUS & CO.

I. HANSCOM,
Chief of Bureau of Construction and Repair, U. S. Navy Department, Washington, D. C.

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
August 27, 1875.

SIR: You will please transfer to Messrs. Seyfert, McManus & Co., to be rerolled, such old iron belonging to this bureau in the yard under your command as may not be wanted for Navy purposes, directing that an accurate account of the quantity transferred to that firm be kept.

Respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia, Pa.

COATESVILLE, PA., *August 30, 1875.*

SIR: We have the honor to make you the following proposition:

We will furnish you all the plate, beams, angles, rivets, or any other iron required for building a sloop of war in the Boston navy-yard, at 8 cents per pound, to be of the best quality of their kind, and to be inspected at our works, previous to shipping the same, by an officer of your Department, appointed by yourself. We to receive in payment therefor old plates and beams now in the Philadelphia and Portsmouth navy-yards, at 1½ cents per pound; all the old iron over one and a quarter inches thick to be cut in pieces or blocks, not to measure over four feet in length, previous to being delivered to us on the wharfs of the different yards named.

Very respectfully,

C. E. PENNOCK & CO.

Commodore I. HANSCOM,
Chief of Bureau Construction and Repair, Washington, D. C.

H. Mis. 170, pt. 3—32

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION AND REPAIR,
November 7, 1874.

SIR: You will please direct that the 3-inch iron taken from the Nebraska be turned over to Messrs. Seyfert, McManus & Co., in exchange for new iron to be delivered by them, at the rate of 3 tons of the old for 1 ton of the new.

Very respectfully, your obedient servant,

I. HANSCOM,
Chief of Bureau.

Commodore GEO. H. PREBLE, U. S. N.,
Commandant Navy-Yard, Philadelphia, Pa.

Statement of Seyfert, McManus & Co. in reference to iron transaction with navy-yard, Philadelphia, Pa.

First. A statement from your books showing the amount of iron (old, &c.) by you received from the Navy under agreement to pay $1\frac{3}{4}$ cents per pound, and to sell at 8 cents.

Second. A statement from your books shewing the amount of iron (old, &c.) by you received from the Navy under agreement to exchange 1 pound for 3 pounds received.

Third. A statement showing the amount of iron by you purchased from N. McKay; or, in other words, the state of this account between you, or between McKay and your firm, on the one hand, and the Government on the other hand.

We have made but one purchase from N. McKay, viz, under date of April 21, 1875, and inclose copy of his bill for same.

The bills for material purchased by Mr. McKay at the navy-yard, we presume, are in his possession. The material was delivered to us by him in lump, and we have no knowledge of the details of his transaction with the Government. The only correct information we can give is the amount of sales as made by us, a statement of which we annex:

	Pounds.
Sales of composition of all kinds	244,265
Sales of cast scrap-iron of all kinds.....	1,123,050
Sales of wrought scrap-iron of all kinds	538,775
	<hr/> 1,906,090

The above sales of composition should be reduced by 30,000 pounds, which was delivered back to McKay, and which he disposed of for his own account.

E. & O. E.

SEYFERT, McMANUS & CO.

APRIL 12, 1876.

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